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Exempt from fees pursuant
to Government Code § 6103

6 Attorneys for Defendant/Respondent
City of Palos Verdes Estates
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES—CENTRAL DISTRICT
10

11 CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS, an
12 unincorporated association; JOHN
HARBISON, an individual
13

14 Plaintiffs and Petitioners,

15 v.

16 CITY OF PALOS VERDES ESTATES, a
municipal corporation; PALOS VERDES
17 HOMES ASSOCIATION, a California
corporation,

18 Defendants and Respondents,
19

CASE NO. BS142768

**CITY'S VOLUME OF EVIDENCE IN
SUPPORT OF CITY'S CROSS-MOTION
FOR SUMMARY JUDGMENT, OR IN
THE ALTERNATIVE, SUMMARY
ADJUDICATION**

[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities;
Separate Statement of Undisputed Material
Facts; and Declaration of Vickie
Kroneberger]

Date: May 29, 2015
Time: 9:30 a.m.
Dept.: 12

Hon. Barbara A. Meiers

Petition and Complaint Filed: May 13, 2013

23 ROBERT LUGLIANI and DOLORES A.
LUGLIANI, as co-trustees of THE
24 LUGLIANI TRUST; THOMAS J. LIEB,
TRUSTEE, THE VIA PANORAMA TRUST
25 U/DO MAY 2, 2012 and DOES 1 through
20,

26 Defendants and Real Parties in
Interest.
27
28

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:

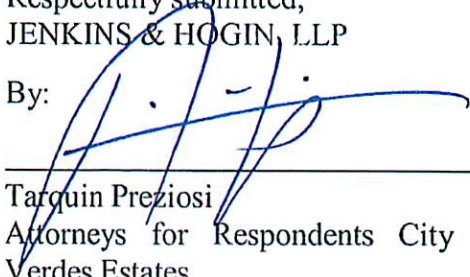
8 
9 _____
10 Tarquin Preziosi
11 Attorneys for Respondents City of Palos
12 Verdes Estates
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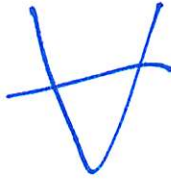
1
2 **1. Declaration of Vickie Kroneberger**

3 **Exhibit A -** Deed from the Palos Verdes Homes Association to the City of Palos
4 Verdes Estates conveying, *inter alia*, Lot A of Tract 7540, dated June 14,
5 1940.

6 **Exhibit B -** Deed from the Palos Verdes Home Association to the City of Palos Verdes
7 Estates conveying, *inter alia*, Lot A of Tract 8652, dated June 14, 1940.

8 **Exhibit C -** Quitclaim Deed of the City of Palos Verdes to the Palos Verdes Homes
9 Associated dated August 8, 2012.

10 **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 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. 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 recorded 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 1613 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 6886, 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 Southerly line of Granvia La Costa and 34 feet Southerly therefrom, said point being distant 79.04 feet in a Southwesterly 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 87.08 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 Southwesterly 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 6886, 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 O 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 0.839 acre, more or less; and also except those portions of said Lots N and O described as follows:

Beginning at the intersection of said parallel line with the Westerly line of said Lot N; thence South $30^{\circ}81'10''$ East along said Westerly line and the Westerly line of said Lot O, 31.54 feet; thence North $62^{\circ}48'04''$ East 305.12 feet to a point in said Lot O; thence North $60^{\circ}28'18''$ East 252.22 feet, more or less, to a point on the Northerly line of said Lot O; thence North $60^{\circ}28'18''$ 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 acre, more or less.

(f) Lot P of said Tract 6886, 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 0.369 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 $14^{\circ}09'40''$ West along the Easterly line of said Lot A, 64 feet to a point in said Easterly line; thence North $76^{\circ}23'18''$ West 136.71 feet, more or less, to a point on the Southerly prolongation of the Westerly line of said Lot 14; thence North $19^{\circ}13'55''$ West along the said Southerly prolongation, 45 feet to the Southwesterly corner of said Lot 14; thence South $85^{\circ}35'10''$ 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 $63^{\circ}00'36''$ East, as shown on said map of said tract; thence South $57^{\circ}33'26''$ West 81.57 feet to the true point of beginning of this description; thence South $19^{\circ}52'15''$

East 80 feet; thence South 70°07'45" West 50 feet;
thence North 19°52'16" West 80 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°08'02" East 12.15 feet to the
true point of beginning of this description; thence
South 19°31'53" East 60 feet; thence South 70°28'07"
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 feet 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°
19'40" East 100 feet; thence South 54°41'20" East
50 feet; thence South 35°19'40" 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 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 A of Tract 7540 described as
Item 5 (a)(1) above, and lying to the North of a certain
three (3) foot easement for an electrical conduit described
in said recorded deed, between said last-mentioned easement
and a straight line drawn from the Northeastly corner of
said portion of Lot A, Westerly, to intersect the Westerly
line of said portion of Lot A at a point distant 7.60 feet
Southeasterly from the Northwesterly corner of said portion
of Lot A.

(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)
above.

(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 East-
erly corner of said Lot 15, said corner being a point
in the Southerly right-of-way line of Via Campesina;
thence South 44°00'00" East along said right-of-way
line, 10 feet to the beginning of a curve concave to
the Northeast and having a radius of 309.17 feet;

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 $41^{\circ}22'01''$ East); thence South $06^{\circ}49'20''$ West 222 feet; thence South $83^{\circ}44'01''$ West 44.29 feet, more or less, to a point in the Westerly line of said Lot B; thence North $14^{\circ}09'40''$ East along said Westerly line, 64 feet to the point of beginning, enclosing an area of 0.164 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 Item 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 $06^{\circ}49'20''$ 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 $14^{\circ}09'40''$ West along the Westerly line of said portion of Lot B, 20.5 feet, 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 82, pages 83 and 84, of Maps, records of said Los Angeles County; thence North $45^{\circ}16'36''$ East along the Northwesterly boundary of said Lot 1, 213.70 feet to the most Northerly corner thereof; thence South $60^{\circ}37'10''$ West 123.53 feet to a point in said Lot E; thence South $26^{\circ}16'40''$ West 100.02 feet, more or less, 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 Los 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 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.

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 2698, page 290, in Declaration No. 4, recorded in Book 2986, page 248, in Declaration No. 5, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2779, page 114, and in Declaration No. 12, recorded in Book 4503, 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 8134, page 261 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 Nos. 5 and 6, recorded in Book 5583, page 28 of said Official Records (said Amendments having been executed by said Bank of America); and in those certain conveyances executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 and in Book 4459, page 123 of said Official Records, executed by said Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 7372, page 276 and in Book 9357, page 253 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 Palos 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 or conditions in or upon said realty which are, or may be, detrimental to the amenities 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.

(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 Palos Verdes Water Co., as follows: (1) to Via Finales 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 Grantee 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 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, 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 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 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 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 ~~14th~~ 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.

Val E. Millenberger
Vice President

Everett M. York
Secretary

Harmon S. Cook
Chairman

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Val E. Millenberger ^{Vice President} ~~President~~, 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 corporation therein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

Lillian Throne
Notary Public in and for the
County of Los Angeles,
State of California



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B

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 Maps, records of said
Los Angeles County.

Item 3. Lots A, C and D of Tract 7333, as per map re-
corded 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 Maps,
records of said Los Angeles County.

(b) Lot B of said Tract 7334, except that
portion thereof described as follows (the basis of bearings is
North 43°38'00" West, being the bearing of the southwesterly
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 southerly corner of said
Lot 6; enclosing an area of 0.115 acres, 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, G and H of Tract 8043, as per map recorded in Book 142, pages 78 to 82 inclusive, of Maps, records of said Los Angeles County.

Item 7. (a) Lots B and D of Tract 8652, as per map recorded in Book 135, pages 86 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 westerly corner of Lot 11 of Block 1733 of said tract; thence north 17°00'00" East along the westerly line thereof, 75 feet; thence North 51°00'00" East along the northwesterly line thereof, 175 feet to the most northerly corner thereof; thence due West 130 feet; thence South 59°00'00" West 50.5 feet; thence South 02°01'45" West 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 West 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 northwesterly prolongation of the northeasterly line of said Lot 6, North 43°13'30" West 70 feet; thence South 47°46'30" West 66 feet; thence South 13°59'40" West 148.80 feet, more or less, to the westerly corner of said Lot 6; thence along the northwesterly line thereof North 43°58'25" East 192.11 feet to the point of beginning, enclosing an area of 0.219 acres, 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.

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 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.

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. 4, recorded in Book 2966, page 248; Declaration No. 20, recorded in Book 3188, page 30, in Declaration No. 23, recorded in Book 5190, page 30, in Declaration No. 24, recorded in Book 7188, page 349, and in Declaration No. 25, recorded in Book 6052, page 86, of said Official Records (said Declarations having been executed by said Bank of America); and in Amendment No. 3 to said Declarations Nos. 4 and 20, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declaration No. 23, recorded in Book 5533, page 28, of said Official Records (said Amendments Nos. 3 and 6 having been executed by said Bank of America); and in Amendment No. 55 to said Declaration No. 25, executed by Palos Verdes Estates, Inc. and recorded in Book 14543, page 215 of said Official Records; and in Amendment No. 56 to said Declaration No. 24, executed by said Palos Verdes Estates, Inc. and Grantor herein, and recorded in Book 14727, page 267 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 of said Official Records; and in those certain conveyances executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 10494, page 360, in Book 11605, page 164, in Book 13900, page 308 and in Book 14125, page 368 of said Official Records, whereby there was established 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 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 Palos 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 amenities 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 Water Co. located to the northward of said Lot H; and upon and across said Lot B of Tract 7334 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 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 elec-

tric energy, in and over said Lot C of Tract 7330, as per deed dated February 18, 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 replacement 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, 1928 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 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 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 Declaration No. 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 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 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 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 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 14th 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.

Harman S. Taylor
Chairman

Eric E. Wilensky
Vice-President

Ernest M. York
Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss:

On this 14 day of June 1940, before me, Lillian Throne,
a Notary Public in and for said County, personally appeared ^{Val E.} ~~Eric B.~~
~~Miltenerberger~~ ^{Wes-} ~~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 cor-
poration 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.

Lillian Throne
Notary Public in and for the
County of Los Angeles,
State of California
My Commission Expires Dec. 1, 1942.



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RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
NATIONAL MOVEMENT SERVICES
SUBDIVISION DEPARTMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Palos Verdes Homes Association
320 Palos Verdes Drive West
Palos Verdes Estates, CA 90274



4132274-SD

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

APN: 7545 602-000

DOCUMENTARY TRANSFER TAX

53
550

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

Signature of Designated Agent determining tax First American Title

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 quitclaims 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 therunto belonging or in anywise appertaining.

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Grantor reserves for the benefit of the City of Palos Verdes Estates an open space easement on the Property described on Exhibit "A" and shown on Exhibit "B" attached hereto 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.
2. Grantor reserves for the benefit of the City of Palos Verdes Estates a non-exclusive, permanent easement, for the use by City and any of its agents, for sewer utility-related

Mail Tax Statements to Return Address Above

3

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

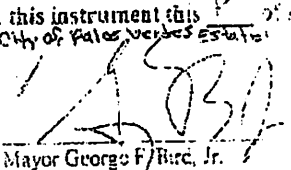
3. Grantor reserves for the benefit of the City of Palos Verdes Estates a non-exclusive permanent easement for the use by City and any of its agents for storm drain utility-related purposes including but not limited to installation, repair, access to and maintenance of the storm drain facilities described on Exhibit "H" attached hereto and by this reference made a part hereof, and shown as "Exhibit H Storm Drain Easement" on Exhibit "I"
4. Grantor 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 for purposes of egress and ingress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful 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 all encroachments inconsistent with the open space use or seek and obtain all 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 part 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.
6. Unless expressly provided for herein, Grantee shall not construct any structure on 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 wall, landscaping, barbeque, and/or any other "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") 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 Ad. Jury including but not limited to height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property, that is inconsistent with this paragraph.
7. Grantee 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.

8. This Deed shall not cause the Property to be merged with any adjacent lot 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 burdens 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 or declaratory relief in a court 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 breach thereof.
12. 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 of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, Grantor has executed this instrument this 9 of August 2012.

GRANTOR:

Date: 8-8-12

City of Palatka Verdes Estate

 Mayor George F. Bird, Jr.

ATTEST:

By: 

Judy Smith, City Clerk

State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.

Signature: Vickie Kroneberger



(This area is for notary stamp)

Agreed and accepted this 13 day of August 2012

GRANTEE:

Palos Verdes Homes Association
By: _____

Debra P. Hoffman
Palos Verdes Homes Association
By: Debra P. Hoffman, President
State of California

County of Los Angeles

On August 13 2013 before me, Vickie Kroneberger, a Notary Public in and for said State, Debra P. Hoffman personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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RESOLUTION #12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMS VERDES ESTATES, CALIFORNIA AUTHORIZING THE CITY TO ACCEPT TITLE TO THE PARK PROPERTIES AND TO ACCEPT TITLE TO THOSE CERTAIN LOTS DESCRIBED TO WHICH IS ATTACHED AND HERETO INCORPORATED BY REFERENCE AND AUTHORIZING THE CITY ATTORNEY TO RECORD THE SAME, AND TO PETITION THE COUNTY BOARD OF SUPERVISORS TO CANCEL THE DELINQUENT TAXES AND TAX DEEDS.

The City Council of the City of Palms Verdes Estates do ordain as follows:-

Section 1 That the City Council of the City of Palms Verdes Estates hereby accept the grant deeds and quit claim deeds description of which is attached.

Section 2 That the City Attorney is hereby authorized to record the above mentioned deeds with the County Recorder.

Section 3 That the City Attorney is hereby authorized to Petition the Board of Supervisors to direct the cancellation of the Tax Deeds now in the name of the State of California.

Section 4 The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the Book of original Resolutions of said City; shall make a minute of the passage and adoption thereof in the records of the proceedings of said City Council and in the minutes of the meeting at which the same is passed and adopted. Passed and adopted this 12th day of June, 1940.

(Seal) H. F. B. Roessler, Mayor of the City of Palms Verdes Estates, California.

Attest: Seymour F. Bergstrom, City Clerk of the City of Palms Verdes Estates, Calif.

State of California County of Los Angeles City of Palms Verdes Estates)

I, Seymour F. Bergstrom, City Clerk of the City of Palms Verdes Estates, California, do hereby certify that the whole 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 signed by the Mayor of said City, and attested by the City Clerk, all at a Special meeting of said City Council held on the 12th day of June, 1940, and that the same was so passed and adopted by the following votes: Aye: Councilmen Beeder, Smith, Sadler and Mayor Roessler. Nays: None Absent Councilman Eney

Witness my hand and seal of said City this 12th day of June, 1940.

(Seal) Seymour F. Bergstrom, City Clerk of the City of Palms Verdes Estates, California.

Palms 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 Palms 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. Lots F, V and X of Tract 6825, as per map recorded in Book 70, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, and that portion of Lot B of Tract 1460, as per map recorded in Book 72, pages 95 and 96 of Maps, records of said Los Angeles County, described as follows (with the exceptions hereinafter described in paragraphs (a) and (b) hereof): Commencing at the Easterly terminus of that certain course in the Southerly boundary of Tract 6852, as per map recorded in Book 65, pages 20 and 21 of Maps, records of said Los Angeles County, having a length of 11.49 feet and a bearing of North 89° 43' 20" West, as shown on said map of Tract 6852; thence along said course North 89° 43' 20" West 106.20 feet to a point which is the true point of beginning of this description and also the Northeasterly corner of Lot V in Tract 6825, as per map recorded in Book 70, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; thence along the said Southerly boundary of Tract 6852, South 89° 43' 20" East 106.20 feet to the beginning of a curve concave to the North and having a radius of 7766.43 feet; thence along said curve 1523.89 feet to the beginning of a curve concave to the North and having a radius of 3025.50 feet; thence along said curve 43.74 feet to the beginning of a curve concave to the South and having a radius of 774.50 feet; thence along said curve 235.30 feet to the beginning of a North and West

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the South and having a radius of 492.8 feet; thence along said curve 31.68 feet to the end thereof; thence due South 32.28 feet; thence South $33^{\circ} 18' 38''$ East 34.55 feet to an angle point in the Westerly boundary of Tract 6883; as per map recorded in Book 77, pages 73 and 74, of Maps, records of said Los Angeles County; thence along the Westerly boundary of said Tract 6883 and of Tract 10320, as per map recorded in Book 181, pages 40 to 50 inclusive, of Maps, records of said Los Angeles County, due South 222.48 feet and South $13^{\circ} 54'$ 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 Westerly line of Lot B of said Tract 10320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of said Lot B of Tract 4400; thence in a generally Westerly and Northwesterly direction, along the said Southerly boundary of Lot B of Tract 4400, the Northwesterly and Northerly boundary of Tract 7540, as per map recorded in Book 104, pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, and the Westerly boundary of said Tract 6885, to the point of beginning, enclosing an area of 213.4 acres, more or less. (a) Except those portions of said Lots J, V and Y of Tract 6885 and of said Lot B of Tract 4400, described as follows: Beginning at a point in the Southwesterly boundary of said Lot J which is South $38^{\circ} 25' 00''$ East thereon 16.51 feet from the Northerly boundary of said Lot J; thence South $53^{\circ} 25' 00''$ East 72.89 feet to the beginning of a curve concave to the Northeast, tangent to said last-mentioned course and having a radius of 359 feet; thence Southeasterly along said curve 27.65 feet to the beginning of a curve concave to the North, tangent to said last-mentioned curve and having 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 last-mentioned curve and having a radius of 1146 feet; thence Easterly along said last-mentioned curve 325.83 feet; thence North $85^{\circ} 32' 24''$ East 126.12 feet to the Southerly boundary of Tract 6882, as per map recorded in Book 70, pages 20 and 21 of Maps, records of said Los Angeles County; thence Easterly along the boundary of said Tract 6882 and following the same in all its various courses to the Northerly terminus of that certain course in the most Westerly boundary of Tract 6884, as per map recorded in Book 77, pages 73 and 74 of Maps, records of said Los Angeles County, having a bearing due North and a length of 222.46 feet, as shown on said map; thence South along said most Westerly boundary 62.16 feet to the beginning of a curve concave to the South and having a radius of 2743.56 feet, a radial line of said curve to said beginning thereof bearing North $07^{\circ} 10' 41''$ East; thence Westerly along said last-mentioned curve 51.15 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 1625.50 feet; thence Westerly along said last-mentioned curve 215.54 feet to the beginning of a curve concave to the North, tangent to said last-mentioned curve and having a radius of 3174.50 feet; thence Westerly along said last-mentioned curve 150.22 feet to the beginning of a curve concave to the South and having a radius of 2650 feet, a radial line of said curve to said beginning thereof bearing North $00^{\circ} 32' 53''$ East; thence Westerly along said last-mentioned curve 371.71 feet; thence South $75^{\circ} 08' 00''$ East 52.47 feet to the Southerly terminus of the above described course having a bearing due North and a length of 222.46 feet; thence South $13^{\circ} 34' 00''$ West along the Westerly boundary of said Tract 6883, 80 feet; thence North $76^{\circ} 05' 00''$ West 42.47 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 2476 feet; thence Easterly along said last-mentioned curve 658.86 feet; thence South $88^{\circ} 37' 00''$ West 77.86 feet to the beginning of a curve concave to the North and having a radius of 7945.63 feet, a radial line of said last-mentioned curve to said beginning thereof bearing South $09^{\circ} 57' 57''$ East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South $75^{\circ} 32' 24''$ West 353.08 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 946 feet; thence Westerly along said last-mentioned curve 334.21 feet; thence South $71^{\circ} 07' 36''$ West 210.28 feet to a line that is parallel with and 10 feet Southeasterly, measured at right angles, from the line bearing South $62^{\circ} 59' 30''$ West in the Northwesterly boundary of said Lot J of Tract 6885, as shown on said map of said tract; thence South $62^{\circ} 55' 30''$ West along said parallel line, 221.39 feet to the Southwesterly line of said Lot J; thence Northerly, Northeasterly and Northerly along the boundary of said Lot J, to the point of beginning, enclosing an area of 3.41 acres, more or less, within the boundaries of said Lot J, and 2.16 acres, more or less, within the boundaries of said Lot V, and 0.50 acre, more or less, within the boundaries of said Lot Y, all in said Tract 6885, and enclosing also an area of 8.46 acres, more or less, within the boundaries of said Lot B of Tract 4400. (b) Also except those portions of said Lot B of Tract 4400, described as follows (the basis of

bearing is East, being the bearing of the boundary line of said Lot 1, and the distance from the angle point marked "B" to the angle point marked "A", as shown on said map of Tract 4400):

(1) Commencing at said angle point marked "B"; thence North 86° 38' 27" East 3088.87 feet to the true point of beginning of this description; thence North 26° 20' 50" East 48 feet; thence North 47° 39' 25" East 31.21 feet; thence North 83° 30' 10" East 16 feet; thence South 26° 20' 50" East 56.60 feet; thence South 63° 39' 10" East 46 feet, zero or less, to the point of beginning, enclosing an area of 0.057 acre, more or less.

(2) Commencing at said angle point marked "B"; thence North 36° 31' 38" East 3042.44 feet to the true point of beginning of this description; thence North 20° 20' 50" West 40 feet; thence North 63° 39' 10" East 65 feet; thence South 26° 20' 50" East 50 feet; thence South 72° 23' 50" East 65.76 feet, more or less, to the point of beginning, enclosing an area of 0.057 acre, more or less.

(3) That portion of said Lot 5 of Tract 4400 which is included within a circle having a radius of 85.80 feet, the center point of said circle bearing North 86° 48' 14" East 1985.79 feet from said angle point marked "B"; enclosing an area of 0.53 acre, more or less.

Item 2: The triangular portion of Lot 1 in Block 1712 of Tract 6895, as per map recorded in Book 70, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, lying Northeast of a line drawn from the Northwest corner thereof to a point on the Easterly line thereof one hundred (100) feet South of the Northeast corner thereof, comprising an area of 0.075 acre, more or less.

Item 3: Lots A and B of Tract 10320, as per map recorded in Book 151, pages 43 to 50 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 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 all taxes 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.

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 recorded in Book 2860, 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 2840, page 177 and in Book 4019, page 171, respectively, of said Official Records; and in Declaration No. 5 of Establishment of Basic Protective Restrictions, executed by said Bank of America and recorded in Book 2863, page 364 of said Official Records; and in Amendments Nos. 3 and 5 to said Declaration No. 5, executed by said Bank of America and recorded in Book 4019, page 271 and in Book 5583, page 271, respectively, of said Official Records; and in Amendment No. 80 to said Declaration No. 5, executed by Palco Verdeo Estates, Inc. and recorded in Book 16585, page 183 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3460, page 278 of said Official Records, whereby there was established 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 Palco Verdeo Home Association, a California corporation, and of the Art Jury as therein provided, and that 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 public use.

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(a) That the easement is specifically reserved to Palms 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. (b) That the easement is specifically reserved to Palms 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. (c) That rights-of-way for road purposes are reserved upon and across that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty to provide access to Lot A of Tract 2822, as per map recorded in Book 138, pages 46 to 47 inclusive, of Maps, records of said Los Angeles County (over which lot further rights-of-way continue to Via Campanina), from properties of the Palms Verdes Water Co., as follows: (1) from two parcels of land whose location is described in paragraphs (1) and (2) of exception (b) under said Item 1 and upon which are located "Pump House No. 4" and "Pump House No. 8", respectively; and (2) from a parcel of land, whose location is described 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 easements are 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 Lot V of Tract 2822 and along the northerly line of said Lot 1 in Block 1718 of said tract, as per deeds dated January 23, 1925 and February 5, 1926 from grantor herein to said Edison Co.; and also in the neighborhood of the northeasterly corner of said Lot 1 in Block 1718 and in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deed dated March 18, 1927 from grantor herein to said 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 that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deeds dated June 10, 1927 and 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 that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deed dated October 3, 1929 from grantor herein to said Telephone Co. (4) That a non-exclusive right-of-way and easement is reserved to Associated Telephone Co., Ltd. for the construction, maintenance and operation of telephone conduits, cables and wires, together with the necessary appurtenances thereto and the right of entry to said easement, in and over a six (6) foot strip of land lying three (3) feet on either side of the following center line: Beginning at a point on the northerly line of Via Tejon, as shown on said map of Tract 2822, which point is the intersection of said northerly line with a line bearing North 14° 44' 25" West from the northeasterly corner of Lot 1 in Block 1710 of said tract; thence along said line bearing North 14° 44' 25" West, across Lots V, Y and J of said tract to a point in the southeasterly line of Palms Verdes Drive, said southeasterly line being that course bearing South 71° 07' 38" West and having a length of 210.28 feet, in the latter part of the description of exception (a) under Item 1 of said realty.

property owners, both residential and commercial, shall be deemed to be included, on at least as favorable terms as are granted to the grantee herein, and/or patrons of said Country Club.

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 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 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 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, 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 reincorporation of the grantee herein as a municipality or the dissolution of said body referred to in paragraph 6 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 reincorporation 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 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 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 14th day of June, 1940.

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(Cont.)
 Palos Verdes Homes Association
 Val E. Miltenberger Vice-President
 Everett M. York Secretary

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

State of California, County of Los Angeles: On this 14 day of June 1940, before me, William Thomas, a Notary Public in and for said County, personally appeared Val E. Miltenberger, known to me to be the Vice 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 corporation then existing.

(5) Palos Verdes Homes Association, a California corporation, for 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: Lot F of Tract 10624, as per map recorded in Book 163, pages 7 to 9 inclusive; of Maps, records of said Los Angeles County, except that portion thereof described as follows: Beginning at the most Westerly corner of Lot 2, in Block 2 on said tract; thence along the southerly line of said Lot 2, North 29° 48' 27" East 259.44 feet to the most Westerly corner of Lot 1, in said block; thence along the westerly line of said Lot 1, South 22° 27' 46" East 65.04 feet; thence North 78° 02' 54" East 248.44 feet; thence South 87° 10' 06" West 89.87 feet; thence North 87° 16' 17" East 66.04 feet, more or less, to a point in the westerly line of said Lot 2, distant thereon North 03° 43' East 9 feet from the most Westerly corner thereof; thence South 03° 43' West 9 feet to the point of beginning, enclosing an area of 0.109 acres, more or less. Excepting and reserving therefrom any and all streets, roads and/or highways abutting or adjoining said realty and all land within or under same. It is the express intention of the parties hereto that title to all land under or within all streets, 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 non duo 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 records heretofore conveying said realty, or in the 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 same, recorded in Book 2360, page 251 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 2 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 21 and in Book 3010, page 271, respectively, of said Official Records; and in Declaration No. 27 of Establishment of Local Protective Restrictions (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 5134, p. 261 of said Official Records; and in that certain conveyance executed by Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 0452, page 270 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described as 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 set forth in full. 3. That said realty is to be used and administered forever for park and/or recreational purposes only (any provisions of the Declarations of Restrictions above referred to, 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 use 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 6381 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes Homes Association); provided, however, that portions of said realty may be used or leased for the purpose of maintaining, operating or conducting private, semi-public or public facilities, concessions, club houses, accessory buildings and/or grounds for bathing, boating, yachting and/or any other private, semi-public or public park or amusement or recre-

owners, both resident and non-resident, of said Palos Verdes Estates, as always intended, on at least as favorable terms as are granted to the most favored patrons of said facilities; and except where said realty and/or portions thereof is restricted as to use under such regulations, said realty is to be open and available for use as a park by the general public, 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 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 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 amenities of the neighborhood.

4. There shall not at any time be constructed or maintained within any portion of said realty lying between the ocean and a lot abutting directly upon said realty and lying between the side lines of said lot extended to the seashore from the extreme shoreward corners of said lot, any path or other improvement open to public use or designed or constructed so as to be physically adapted or adaptable to use by the public, except at an elevation of not less than seven (7) feet below the natural elevation, at time of construction of said path or improvement, of the highest portion of said lot, and except same be constructed and maintained in such a manner as reasonably to protect the privacy of said lot and/or the persons residing thereon; provided said restriction may be waived and removed as to any lot by the then owner thereof by written agreement with Palos Verdes Home Association duly filed of record.

5. There shall not at any time be maintained or permitted within any portion of said realty lying between the ocean and a lot abutting directly upon said realty and lying between the side lines of said lot extended to the seashore from the extreme shoreward corner of said lot, any improvement or structure which in the opinion of Palos Verdes Home Association and/or Palos Verdes Art Society seriously obstructs or interferes with important views from said lot, unless the owner of said lot shall have filed with Palos Verdes Home Association his written approval and consent thereto.

6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Society 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 and 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 Society, impair or interfere with the use and maintenance of said realty for park and/or recreational purposes, as hereinbefore set forth.

7. That no buildings, structures or enclosures shall be erected, maintained or permitted upon said realty, except such as in the opinion of said municipality or other body having jurisdiction are properly incidental to the convenient and/or proper use of said realty for the public and/or private purposes hereinabove enumerated.

8. That 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 lawfully constituted by law to take, hold, maintain and regulate public parks.

9. 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 procedures established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions and in Section 9 of said Declaration No. 27 of Establishment of Local Protective Restrictions.

Provided, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 3 to 9, 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 reincorporation of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 6 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 reincorporation 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 shall constitute a breach of the covenants herein.

(3)

said Lot W; thence along the Northwesterly line of said Lots M and N to the intersection of said parallel line with the northerly line of said Lot H; thence along said parallel line in a Southwesterly 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 6886, 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 6886, as per map recorded in Book 56, 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 62, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, which point is North 29° 01' 15" West thereon 45 feet from the southerly line of said Lot A; thence North 64° 44' 45" East 236.12 feet, more or less to a point on the southerly line of said Lot H, 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 N which is distant 54 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 H; thence along the Easterly and Southerly lines of said Lot H to the point of beginning, enclosing an area of 0.25 acre, more or less. (e) Lots N and O 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 Easterly line of said Lot N to the Easterly line thereof, enclosing an area of 0.35 acre, more or less; and also except those portions of said Lots N and O described as follows: Beginning at the intersection of said parallel line with the Westerly line of said Lot N; thence South 30° 41' 10" East along said Westerly line and the Westerly line of said Lot O, 31.62 feet; thence North 62° 48' 04" East 306.12 feet to a point in said Lot O; thence North 50° 23' 18" East 250.25 feet, more or less, to a point on the southerly line of said Lot O; thence North 66° 20' 13" East 61.79 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 0.35 acre, more or less.

(f) Lot P of said Tract 6886, 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, enclosing an area of 0.36 acre, more or less.

Item 5. (a) Lot A of Tract 700, as per map recorded in Book 104, pages 86 to 89 inclusive, of Maps, records of said Los Angeles County, except those portions thereof described as follows: (1) Beginning at the Southeastly corner of Lot 14 in Block 1430 of said tract; thence South 14° 00' 40" West along the Easterly line of said Lot A, 64 feet to a point in said Easterly line; thence North 76° 23' 15" West 136.71 feet, more or less, to a point on the Southerly prolongation of the Easterly line of said Lot 14; thence North 12° 15' 58" East along the said Southerly prolongation, 45 feet to the Southwestly corner of said Lot 14; thence South 85° 35' 16" East along the Southerly line of said Lot 14, 125.01 feet to the point of beginning, enclosing an area of 0.178 acre, more or less. (2) Commencing at the Easterly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 420.80 feet and a bearing of North 83° 08' 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 25 feet; thence South 70° 07' 45" West 80 feet; thence North 19° 52' 15" 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 73° 27' 23" East, as shown on said map of said tract; thence South 63° 06' 02" East 12.15 feet to the true point of beginning of this description; thence South 13° 51' 53" East 60 feet; thence South 70° 28' 07" 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 0.056 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 feet and a bearing of North 24° 06' 51" West, an

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Restrictions. Provided, That the Palos Verdes Homes Association, its officers and agents, shall not be liable for the charges and covenants herein set forth or any part thereof for the improvement and development of the property described and referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and 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 14th day of June, 1940.

(Seal) Palos Verdes Homes Association
 Val E. Miltenberger Vice-President
 Everett M. York Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles: On this 14 day of June 1940, before me, William Throno, a Notary Public in and for said County, personally appeared Val E. Miltenberger, known to me to be the Vice-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 corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal) William Throno Notary Public
 in and for the County of Los Angeles, State of California My Commission Expires Dec. 1, 1940.

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. Lots A, B, C, D, E, F, G, H, I, J, K, L and M of Tract 6883, 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 recorded 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 62° 41' 49" East 228.22 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 22.27 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 1613 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 northerly therefrom, enclosing an area of 0.072 acre, more or less. (b) Lots E, L, M, O, P, Q, R, T, U, W and X of said Tract 6885. Item 4. (a) Lots E, F, J 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 K 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 6886, and a line drawn parallel thereto and 34 feet southerly therefrom, extending from the northwesterly 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 southerly line of Granvia La Costa and 34 feet southerly therefrom, said point being distant 79.04 feet from the southerly

thence South 10° 40' East 100 feet; thence South 44° 29' 00" East 100 feet; thence South 44° 29' 00" East 100 feet to the point of beginning, enclosing an area of 0.117 acre, more or less.

(b)(1) 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 A of Tract 7540 described as Item 5 (a) (1) above, and lying to the North of a certain three (3) foot easement for an electrical conduit described in said recorded deed, between said last-mentioned easement and a straight line drawn from the Northeastly corner of said portion of Lot A, Westerly, to intersect the Westerly line of said portion of Lot A at a point distant 7.50 feet Southwesterly from the Northwesterly corner of said portion of Lot A. (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) above. (c) Lot B of said Tract 7540, except that portion thereof described as follows:

Beginning at the Southeastly corner of Lot 14 in Block 1730 of said tract; thence North 00° 00' 00" East along the Easterly line of Lots 14 and 15 in said Block 1730, 150 feet to the most Easterly corner of said Lot 15, said corner being a point in the Southeastly right-of-way line of Via Compening, thence South 44° 00' 00" East along said right-of-way line, 10 feet to the beginning of a curve concave to the Northeast and having a radius of 309.17 feet; thence Southwesterly 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 232 feet; thence South 63° 47' 01" West 44.29 feet, more or less, to a point in the Westerly line of said Lot B; thence North 14° 00' 40" East along said Westerly line, 64 feet to the point of beginning, enclosing an area of 0.164 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 Item 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 Northeastly from the Southwestly 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 Northeastly from the Southeastly corner of said portion of Lot B; thence North 06° 49' 20" East along the Easterly line of said portion of Lot B, 24.26 feet; thence Westerly in a straight line to the Southeastly corner of Lot 14 in Block 1730 of said tract; thence South 14° 00' 40" West along the Northwesterly line of said portion of Lot B, 20.5 feet, more or less, to the point of beginning.

(e) Lot B 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 82, pages 23 and 24, of Maps, records of said Los Angeles County; thence North 45° 18' 36" East along the Northwesterly boundary of said Lot 1, 213.70 feet to the most Northwesterly corner thereof; thence South 60° 37' 10" West 123.53 feet to a point in said Lot B; thence South 23° 16' 40" West 100.92 feet, more or less, to the point of beginning, enclosing an area of 0.09 acre, more or less. Item 6. Lot B of Tract 1633, as per map recorded in Book 161, pages 9 and 10, of Maps, records of said Los Angeles County. Item 7. Lots A, B, C, D and E of Tract 1624, 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 is reserved unto the Grantor herein, its successors and assigns, and the Grantor 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 Re-

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Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as
onor, 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 2040, page 27 and in Book 4019, page
274, respectively, of said Official Records; and in Declaration No. 2, recorded in Book
2686, page 280, in Declaration No. 4, recorded in Book 2986, 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 4063, 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 8134, 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 Nos. 5 and 6, recorded in Book 5593,
page 2 of said Official Records (said Amendments having been executed by said Bank of
America); and in those certain conveyances executed by said Bank of America to Grantor
herein and recorded in Book 3420, page 272 and in Book 4459, page 123 of said Official
Records, executed by said Bank of Italy National Trust and Savings Association to Grantor
herein and recorded in Book 7372, page 276 and in Book 9357, page 253 of said Official
Records, and executed by Bank of America National Trust and Savings Association to Grantor
herein and recorded in Book 11605, page 104 and in Book 13960, page 308 of said Official
Records, whereby there was established a general plan for the improvement and development
of said realty and other property described and/or referred to in said Declarations of Re-
strictions, and provisions, conditions, restrictions, reservations, liens, charges, cove-
nants and conditions were fixed, including the establishment, maintenance and operation of
said Felos Verdeas Association, a California corporation, and of the Art Jury as therein
provided, subject to which said realty and/or all parcels thereof should be sold and con-
veyed and all of said provisions, conditions, restrictions, reservations, liens, charges,
covenants and conditions are hereby made a part of this conveyance and deemed to run
with said realty as fully and completely as if herein set forth in full. 3. That, ex-
cept 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 notwith-
standing), for the benefit of the (1) residents and (2) non-resident property owners with-
in the boundaries of the property heretofore commonly known as "Felos Verdeas Estates"
which is in any, within the boundaries of the grantee municipality, of Tracts 6891 and
6892 of said Los Angeles County, and of any other property that may be under the jurisdic-
tion of said Felos Verdeas Association), under such regulations consistent with the
conditions set forth in this deed as may from time to time hereafter be established
by said municipality or other body lawfully constituted by law to take, hold, maintain and
operate public parks, for the purpose of safeguarding said realty and any vegetation
thereon from damage or deterioration, and for the further purpose of
protecting the residents of said Felos Verdeas Estates from any uses of or conditions in
or on said realty which are, or may be, detrimental to the reputation of the neighborhood;
4. 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
relating exclusive use thereof for park and/or recreation purposes. (b) That the educa-
tional is specifically reserved to Felos Verdeas Association and its successors in in-
terest to establish and maintain such reasonable number of water mains and other public
utilities as it may seem advisable to and over said realty in a manner not inconsistent
with the purposes for which said realty is hereby conveyed. (c) That rights-of-way for
park purposes are reserved upon and across Item 5 (a) of said realty to provide access to
certain streets from properties of the Felos Verdeas Water Co., as follows: (1) to Via
Rincon from "Pump House No. 5" whose location is described in paragraph (2) under said
Item 5 (a); to Via Rincon or Via Campanina from "Main Pressure Break" whose location is
described in paragraph (3) under said Item 5 (a); and (3) to Lot E of Tract 7142, as per
map recorded in Book 92, 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".

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for conveying electric energy, in and over said Lots 7 and 8 of Tract 8885, 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 6 of Tract 8885 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 2 of Tract 8885, said Lots A, B and E of Tract 7540 and said Lot A of Tract 10634, as per deed dated October 3, 1928 from Grantor herein to said Telephone Co.; and also in and over said Lot F of said Tract 8885, 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 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 Grantor 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 Palms Verde Art Jury first obtained, permit the owner of a lot sitting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of access 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 Palms Verde Art Jury, impact 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 Local 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 hereinbefore 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 Grantor 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 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 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.

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Val E. Miltonberger, Vice President
Everett M. York, Secretary

The Park and Recreation Board of Palms Verde
Home Association hereby expressly approved and con-
sents to the execution of the foregoing deed.

Hammond Sadler Chairman

State of California County of Los Angeles) On this 14 day of June 1940, before
me, Lillian Throne, a Notary Public in and for said County, personally appeared Wata-R.
Gray, Val E. Miltonberger, known to me to be the Vice-President, and Everett M. York,
known to me to be the Secretary, of Palms Verde Home Association, the corporation that
executed the within instrument, known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and acknowledged to me that such
corporation executed the same. Witness my hand and official seal.

(cont.) Lillian Throne Notary Public
Lic. No. 1000 for the County of Los Angeles, State of California. My Commission Expires Dec. 1,
1939.

Palms Verde Home Association, a California corporation, in consideration of Ten Dol-
lars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby
grant to the City of Palms Verde 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", de-
scribed as follows: Item 1. Lots A, B, C, D, E and F of Tract 6683, as per map re-
corded in Book 77, pages 73 and 74, of Maps, records of said Los Angeles County.

Item 2. (a) Lots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, S and U of Tract 6857,
as per map recorded in Book 96, pages 29 to 32 inclusive, of Maps, records of said Los
Angeles County. (b) Lot V of said Tract 6857, except that portion thereof lying be-
tween the Easterly line of Granvia Valiente (now known as Palms Verde Drive North), as
shown on said map of said tract, and a line drawn parallel to said Easterly line and its
Southerly prolongation, and 17 feet Easterly thereof. (c) Lot R of said Tract 6857,
except that portion thereof lying between the Easterly line of Granvia Valiente (now known
as Palms Verde Drive North), as shown on said map of said tract, and a line drawn parallel
to said Easterly line and its Southerly prolongation, and 17 feet Easterly thereof.

Item 3. Lots A, B, C, D, E, F, G and H of Tract 7143, as per map recorded in Book 92,
pages 49 to 51 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
therein hereinafter referred to. It is the express intention of the parties hereto that
title to all land under or with all streets, alleys, walks, roads and/or highways abut-
ting or adjoining said realty is reserved unto the Grantor herein, its successors and as-
signs, 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, restric-
tions 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, condi-
tion 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 Restric-
tions hereinafter mentioned. 2. Each and every provision, condition, restriction,
reservation, lien, charge, easement and covenant contained in the Declaration of Estab-
lishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as own-
er, recorded in Book 2660, 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
271, respectively, of said Official Records; and in Declaration No. 3, recorded in Book
2660, page 214 and Declaration No. 7, recorded in Book 3443, page 146 of said Official
Records (said Declarations having been executed by said Bank of America); and in Amend-
ment No. 3 to said Declaration No. 3, recorded in Book 4019, page 274, and in Amendment
No. 6 to said Declaration No. 3 and 7, recorded in Book 6583, page 23, of said Official
Records (said Amendments having been executed by said Bank of America); and in those cer-
tain conveyances executed by said Bank of America to Grantor herein and accepted in Book

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hereby described and/or referred to, in said Declarations of Restrictions, Reservations, Liens, Charges, Easements and Covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and the Art Jury as therein provided, subject to the provisions of said deed and/or any amendments thereto, and all or part of said 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 trustee municipality, of Tracts 6991 and 6602 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos 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 amenities 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 restriction 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; (c) That non-exclusive easements are 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 Lot A in Tract 6887, as per deed dated January 19, 1936 from Grantor hereto to said Edison Co., also in and over said Lot B in Tract 6883, as per deed dated June 22, 1937 from Grantor hereto to said Edison Co.; (d) That the buildings and appurtenances of the Palos Verdes Riding Academy, located on portions of said Lot G of Tract 6887 and said Lot B of Tract 6887, may be leased to a private operator or operators, and the privileges thereof shall always be available to the property owners, both resident and non-resident, of said Palos Verdes Estates, as above delimited, on at least as favorable terms as are granted to the most favored patrons of said Riding Academy.

4. That, except as provided above, no buildings, structures or enclosures 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 Grantor 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 6, inclusive, hereof may be changed or modified

on establishment of local restrictive restrictions. Provided, that in case 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 reincorporation 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 reincorporation or dissolution, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declaration 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 Declaration 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 Declaration 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 apply 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 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.

Witness My Hand and the Seal of said Office, this 14th day of June, 1940.

Union Verdes Home Association
Val. E. Willenborger, Vice President
Everett M. York, Secretary

The Park and Recreation Board of Union Verdes Home Association hereby expressly approved and consented to the execution of the foregoing deed.

Harmond Sadler, Chairman
State of California, County of Los Angeles: In this 14 day of June 1940, before me William Thomas, a Notary Public in and for said County, personally appeared Val. E. Willenborger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Union Verdes Home Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument shall of the corporation therein named, and authorized me to do that such corporation executed the same. Witness my hand and official seal.

William Thomas, Notary Public
for the County of Los Angeles, State of California. Commission Expires Dec. 1, 1941.

Union Verdes Home Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, has hereby sold to the City of Union 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 B of Tract 6949, as per map recorded in Book 85, pages 81 to 82 inclusive, of Maps, records of said Los Angeles County; and lot A of said tract, except that portion thereof described as follows: Commencing at the northeast corner of Lot 1 in Block 1377 of said tract; thence South 63° 38' 10" East, along the northeastern line of said lot, 69.44 feet to the base point of beginning of this description; thence, continuing along the Northeastly boundary of said lot, South 88° 46' East 69.80 feet to the beginning of a curve concave to the Northeast and having a radius of 165 feet, and Southwesterly along said curve 133 feet to the end thereof; thence, leaving said Northeastly boundary and along a radial line to said curve, North 66° 12' 17" East 56 feet to the beginning of a curve concave to the Northeast, continuing with said last-mentioned curve and having a radius of 115 feet; thence Easterly along said curve 29.10 feet to the end thereof (a radial line to said curve at said point bearing South 10° 42' 17" West); thence in a direct line across said Lot A, North 52° 35'

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recorded in Book 88, pages 10 to 15 inclusive, of Maps, records of said Los Angeles County.

Item 3. (a) Lot B of Tract 7536, as per map recorded in Book 88, pages 43 to 50 inclusive, of Maps, records of said Los Angeles County. (b) Lots G and J of said

Tract 7536, except those portions thereof lying between the southerly line of Granvia La Costa (now known as Palos Verdes Drive West), as shown on said map of said tract, and a line drawn parallel thereto and 50 feet southerly therefrom. (c) Those portions

of Lots D, E and F of said Tract 7536, described as follows: beginning at that point

which is the most southerly corner of said Lot D and also the most westerly corner of

said Lot E; thence North 52° 21' 15" East 462.54 feet to a point in said Lot F; thence

South 27° 39' 45" East 120 feet to a point in said Lot E; thence North 66° 36' 35" East

621.96 feet; thence North 23° 18' 15" East 617.25 feet; thence North 05° 30' West 240.36

feet; thence North 62° 58' West 134.77 feet to a point in said Lot E, which is the begin-

ning of a curve concave to the west and having a radius of 527.15 feet (a radial line to

said curve at said point bearing North 83° 17' 32" East); thence northerly along said

curve 74.61 feet to a point in the northerly line of said Lot D, in a curve concave to

the southeast and having a radius of 88 feet (a radial line to said curve at said point

bearing North 44° 29' 08" East); thence northeasterly along said curve 4.51 feet to the

beginning of a curve concave to the northwest and having a radius of 135 feet; thence

northeasterly along said curve 20.71 feet to the most northerly corner of said Lot D,

which corner is also the intersection of two curves in the westerly line of said Lot E,

as shown on said map; thence along the westerly boundary of said Lot E to the north-

erly corner thereof; thence along the northerly, easterly, southeasterly and south-

westerly lines of said Lot E to the point of beginning, enclosing an area of 8.27 acres, or

less. (d) Lot H of said Tract 7536, except that portion described as follows:

beginning at the easterly terminus of that certain easement in the southerly boundary

of said Lot E; having a length of 190.06 feet and a bearing of North 21° 16' 25" East,

as shown on said map of said tract; thence North 14° 54' 28" East 134.10 feet to the

true point of beginning of this description; thence North 96° 54' 40" West 100 feet;

thence North 67° 02' 10" East 70 feet; thence South 65° 54' 40" East 100 feet; thence

South 04° 05' 30" West 75 feet to the point of beginning, enclosing an area of 0.166

acre, more or less. Excepting and reserving therefrom any and all streets, alleys,

walks, roads and/or highways abutting or adjoining said realty and all land within or

adjacent same, and the grantor's and rights-of-way hereinafter referred to. It is the

express intention of the parties hereto that title to all land within or within all streets,

alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto

the Grantor herein, to be conveyed and assigned, and the Grantee herein acquires no in-

terest therein by virtue of this deed. This conveyance is made and accepted as

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 waiver

on the part of the grantor herein of any kind or character, either express or implied, or

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 in-

dependent, 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.

2. Each and every provision, condition, restriction, reservation, lien, charge, encum-

brance and covenant contained in the Declaration of Establishment of Waste Protective Re-

strictions executed by Commonwealth Trust Company, as owner, recorded in Book 2356, page

231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 2 thereto

(executed by Bank of America, successor in interest to said Commonwealth Trust Company),

recorded in Book 2946, page 27 and in Book 3019, page 274, respectively, of said Official

Records; and in Declaration No. 9, recorded in Book 3014, page 231, in Declaration No. 10,

recorded in Book 3115, page 194, and in Declaration No. 26, recorded in Book 16017, page

369, of said Official Records (said Declarations Nos. 9 and 10 having been executed by

said Bank of America, and said Declaration No. 26 having been executed by Bank of America

National Trust and Savings Association, Palos Verdes Estates, Inc. and grantor herein);

and in Amendment No. 3 to said Declarations Nos. 9 and 10, recorded in Book 3019, page

274, and in Amendment No. 6 to said Declaration No. 10, recorded in Book 3583, page 23,

of said Official Records (said Amendments having been executed by said Bank of America);

... recorded in Book 14640, page 377 of said official records, whereby there was established 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 Home 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, or to 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 6981 and 9302 of said Palos Verdes Home 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 or conditions in or upon said realty which are, or may be, detrimental to the amenities 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 held 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 Home Association and its successors in interest to establish and maintain such reasonable number of water rates and 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 such 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 items 3 (b) and 4 of said realty to provide access to Palos Verdes Drive West and/or via Heronada from "Palo Verde" of the Palos Verdes Water Co., whose location is described in said item 3 (c). (d) 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 Lot II of Tract 7556, as per deed dated January 19, 1936 from Grantor herein to said Edison Co.

4. That, except as provided above, no buildings, structures or enclosures 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 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

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...ive, hereof may be changed by the City of Los Angeles, hereinafter referred to as the City, in 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 reincorporation 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 re-entry upon said realty in the event of any such breach and in the event of such reincorporation 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 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 inure to and pass with said property in 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 Home Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal)

Palos Verdes Home Association
 Val E. Miltenberger Vice-President
 Everett M. York Secretary

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

Harmond Sadler Chairman

State of California County of Los Angeles: On this 14 day of June 1940, before me, Lillian Threne, a Notary public in and for said County, personally appeared Viriam Bray, Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Home Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal)

Lillian Threne, Notary Public in and for the County of Los Angeles, State of California My Commission Expires Dec. 1940.

Palos Verdes Home 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. Lots A, B, C, D and E of Tract 6888, as per map recorded in Book 100, pages 67 to 72 inclusive, of Maps, records of said Los Angeles County. Item 2. Lots B, D, F and G of Tract 6890, as per map recorded in Book 100, pages 80 to 85 inclusive, of Maps, records of said Los Angeles County. Item 3. Lot A of Tract 7141, as per map recorded in Book 84, pages 48 to 51 inclusive, of Maps, records of said Los Angeles County. Item 4. Lots A, B, C, D, E, F and X of Tract 7332, as per map recorded in Book 102, pages 42 to 45 inclusive, of Maps, records of said Los Angeles County. Item 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 Angeles County, except that portion thereof lying between Block 2800 and Block 2806 of said tract and comprising an area

Lot 2 and comprising an area of 0.06 acre, more or less. (d) That portion of Block 2307 of said Tract 7537, described as follows: Beginning at a point on the Westerly line of said Lot 1, said point being at the Southerly extremity of a circular curve, concave to the West, having a radius of 698.32 feet and a length of 163.46 feet; thence Northerly along said curve 163.46 feet to the most Northerly corner of said Lot 1; thence, following the boundary of said Lot 1, South 53° 25' 43" East 161.65 feet, South 04° 45' 55" West 105 feet, South 50° 57' 10" East 185 feet, South 05° 59' 20" East 1.61 feet to the beginning of a curve concave to the Northwest and having a radius of 45 feet, Southwesterly along said curve 65.84 feet to the end thereof, and South 78° 14' 20" West 45.08 feet to the most Southerly corner of the parcel of land herein described; thence, following the boundary of said Lot 1, North 44° 23' 33" West 316.77 feet, more or less, to the point of beginning, enclosing an area of 1.12 acres, more or less. 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 items 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 also subject to each of the following declarations, conditions, restrictions, covenants and covenants to-wit: 1. The express condition that the grantor herein is not responsible or liable, in any way, for any indebtedness, assessments, taxes, liens, or stipulations not set forth herein, or in records heretofore conveyed to said realty and rights and easements applicable thereto, or in the declarations of restrictions hereinafter contained. 2. That all and every declarations, conditions, restrictions, covenants and covenants contained in the declaration of establishment of Public Protective Districts executed by Commonwealth Trust Company, as shown, recorded in Book 2300, page 281 of Official Records of said Los Angeles County, California, and in Book 1 and in Book 2 (executed by Bank of America, successor in interest to Commonwealth Trust Company), recorded in Book 2340, page 47 and in Book 2010, page 20, respectively, of said Official Records, and in declaration No. 1, set forth in Book 2300, page 280, in declaration No. 11, recorded in Book 2370, page 279, in declaration No. 12, recorded in Book 2600, page 267, and in declaration No. 17, recorded in Book 2830, page 281, and in declaration No. 3 to said declaration No. 11, recorded in Book 4015, page 401, and in declaration No. 6 to said declaration No. 11, in and 17, recorded in Book 4015, page 401, of said Official Records (said documents having been executed by said Bank of America, and in each case certain conveyances executed by said Bank of America as grantor and recorded in Book 2340, page 279 and in Book 2600, page 267 of said Official Records, and executed by Bank of America National Trust and Savings Association as grantor and recorded in Book 1797, page 179, and in Book 1820, page 180 of said Official Records), whereby there was established 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 Palms Verdeas Home Association, a California corporation, and of the Palms Verdeas Home Association, a California corporation, and of the Palms Verdeas Home Association, a California corporation, and of the Palms Verdeas Home Association, a California corporation, 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 hereafter 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 to 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 "Palms Verdeas" (that is to say, within the boundaries of the Grantee municipality, of

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consistent with the other conditions set forth in this declaration and in the rules to be hereafter 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 destruction, 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 be, detrimental to the amenities 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 Pales Verdes Home 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 agreement 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 residential property.

4. That, except as provided above, no buildings, structures or enclosures 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, reservations 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 parking and/or street purposes.

6. That said municipality or other body having jurisdiction may, by and with the written approval of Pales 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, and a means of access from said lot 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 of Pales 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 Public Protective Restrictions, and in that certain section, entitled "Modification of Restrictions", or Sections Nos. 3, 11, 12 and 17 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 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 each thereof is imposed upon said Realty as a servitude in favor of said Home-
owners Association and each and every parcel of land therein as the dominant tenement or tenements.

In Witness Whereof, Palos Verdes Home Association has caused this deed to be duly
executed, by its officers thereunto duly authorized, this 14th day of June, 1940.
(Seal)

Palos Verdes Home Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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

Hammond Sadler Chairman

State of California, County of Los Angeles: On this 14 day of June 1940, before
me, William Tarone, a Notary Public in and for said County, personally appeared Val E.
York, Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York,
known to me to be the Secretary, of Palos Verdes Home Association, the corporation that
executed the within instrument, known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and acknowledged to me that such
corporation executed the same. Witness my hand and official seal.

(Seal) William Tarone, Notary Public
for the County of Los Angeles, State of California My Commission Expires Dec. 1,
1940

Palos Verdes Home Association, a California corporation, in consideration of Ten Dol-
lars (\$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", de-
scribed as follows: Item 1. Lot 4 of Tract 7124, as per map recorded in Book 52, page
3 and 37 of Maps, records of said Los Angeles County. Item 2. Lot 3 of Tract 7330,
as per map recorded in Book 90, pages 37 to 38 inclusive, of Maps, records of said Los
Angeles County. Item 3. Lots A, B and C of Tract 7333, as per map recorded in Book
114, pages 72 to 75 inclusive, of Maps, records of said Los Angeles County. Item 4.
(a) Lots A, B and C of Tract 7334, as per map recorded in Book 136, pages 12 to 15 in-
clusive, of Maps, records of said Los Angeles County. (b) Lot 3 of said Tract 7334,
except that portion thereof described as follows (the basis of bearings is North 43° 30'
West, being the bearing of the Southwesterly line of Lot 6 of Block 7 of said tract):
That portion of said Lot 3 of Tract 7334 which is included within a circle having a
radius of 40 feet, the center point of said circle bearing North 53° 43' 20" West 181.75
feet from the most Southerly corner of said Lot 6, enclosing an area of 0.115 acre, more
or less. Item 5. Lots E, F, G and H of Tract 7338, as per map recorded in Book 149,
pages 64 to 69 inclusive, of Maps, records of said Los Angeles County. Item 6.
Lots A, B, C, D, E, G and H of Tract 8043, as per map recorded in Book 142, pages 73 to 82 in-
clusive, of Maps, records of said Los Angeles County. Item 7. (a) Lots F and G of
Tract 8043, as per map recorded in Book 142, pages 85 to 87 inclusive, of Maps, records
of said Los Angeles County. (b) Lot A of said Tract 8043, except those portions there-
of described as follows: (1) Beginning at the most Westerly corner of Lot 11 of Block
7A of said tract; thence North 17° 08' 53" East along the Westerly line thereof, 76 feet
thence North 61° 00' 00" East along the Northwesterly line thereof, 175 feet to the most
Northerly corner thereof; thence due West 130 feet; thence South 50° 00' 00" West 50.5
feet; thence South 02° 01' 45" West 133.12 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 West 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 7A of said tract; thence along the Northwesterly prolongation of the Northeasterly
line of said Lot 6, North 42° 13' 30" West 70 feet; thence South 47° 40' 30" West 68 feet
thence South 13° 50' 40" West 142.30 feet, more or less, to the Westerly corner of said
Lot 6; thence along the Northwesterly line thereof North 43° 53' 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 103, pages 40 and 41 of Maps, rec-
ords 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 ex-

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the Grantor herein, its successors and assigns, and the Grantee herein, and its successors and assigns, and the 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 infraction, 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. 2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Estate Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2300, page 271 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 5 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. 4, recorded in Book 2985, page 248, in Declaration No. 20, recorded in Book 3163, page 30, in Declaration No. 23, recorded in Book 5190, page 30, in Declaration No. 24, recorded in Book 7180, page 349, and in Declaration No. 25, recorded in Book 8952, page 46, of said Official Records (said Declarations having been executed by said Bank of America); and in Amendment No. 3 to said Declarations Nos. 4 and 20, recorded in Book 4019, page 274, and in Amendment No. 5 to said Declaration No. 23, recorded in Book 5953, page 29, of said Official Records (said Amendments Nos. 3 and 5 having been executed by said Bank of America); and in Amendment No. 5a to said Declaration No. 25, executed by Palms Verde Estates, Inc. and recorded in Book 14343, page 215 of said Official Records; and in Amendment No. 5b to said Declaration No. 24, executed by said Palms Verde Estates, Inc. and Grantor herein, and recorded in Book 14727, page 207 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3405, page 279 of said Official Records; and in those certain conveyances executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 10404, page 269, in Book 11005, page 154, in Book 14006, page 308 and in Book 14128, page 388 of said Official Records, whereby there was established 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 Palms Verde Home 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 the provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty and its successors and assigns, as if set forth in this deed. 3. That said realty shall hereafter be 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 subsequent deed, or of any other conveyance of said realty, or of any law or ordinance 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 "Palms Verde Estates" (that is to say, within the boundaries of the Grantee municipality, or Tracts 0081 and 3302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palms Verde Home 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 Palms Verde Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the tranquility of the neighborhood; provided, (A) that any portion of said realty, whether or not owned by the State of California, 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 rever-

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(2) That the grantee herein shall have the right to install, maintain and repair 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 agreement 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.

(3) That rights-of-way for road purposes are reserved upon and across said Lot E of Tract 7142 to provide access to Via Rincon from "No. 5 Reservoir" of the Fales Verde Water Co. located to the northward of said Lot H; and upon and across said Lot B of Tract 7334 to provide access to Via Zanita 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 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 Lot C of Tract 7330, as per deed dated February 16, 1929 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 replacement 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 cable 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 improvements 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 referred to herein and except to a body suitably constituted by law to take, maintain and regulate public parks; provided, that portions of said realty may be allocated to the public for parkway and/or street purposes.

6. That said municipal or other body having jurisdiction may, by and with the written approval of Fales Verde Act 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, at a height above from and ingress to said lot or for the improvement of views therefrom, in 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 Fales Verde Act Jury, interfere 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 waived or modified by the procedure established in section 2 of Article 15 of said Declaration of Establishment of Local Protective Restrictions, in section 4 of said Declaration No. 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 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 discontinuance of the grantee herein as a municipality, or the dissolution of said body referred to in paragraph 6 hereof (in the event of the transfer of any of said realty thereto) shall likewise 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 re-entry upon said realty in the event of any such breach and in the event of such discontinuance 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 enforceable 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.

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covenants, restrictions, conditions, and easements, and development of the property described herein, as expressed in the 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 all laws 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 14th day of June, 1940.

(Seal)

Palos Verdes Homes Association
Val E. Miltzenberger Vice-President
Everett M. York Secretary

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

Bancroft Sadler Chairman

State of California County of Los Angeles: On this 14 day of June 1940, before me Lillian Favone, a Notary Public in and for said County, personally appeared Valis G. Kelly, Val E. Miltzenberger, known to me to be the Vice-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 corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal)

Lillian Favone Notary Public
in and for the County of Los Angeles, State of California My Commission Expires Dec. 1, 1944

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" as described as follows: Lot 19 of Block 6886 of Tract 6887, as per map recorded in Book 35, pages 23 to 32 inclusive, of Maps, records of said Los Angeles County. Excepting and reserving therefrom any and all streets, alleys, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights therein after referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, 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.

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, an owner, recorded in Book 2380, 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 4015, page 274, respectively, of said Official Records; and in Declaration No. 7 of Establishment of Local Protective Restrictions, 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. 7, executed by said Bank of America and recorded in Book 5535, page 23 of said Official Records; and in Amendment No. 42 to said Declaration No. 7, executed by Palos Verdes Estates, Inc. and recorded in Book 13942, page 17 of said Official Records; and in that certain conveyance executed by said Palos Verdes Estates, Inc. to Grantor herein and recorded in Book 16045, page 11 of said Official Records, whereby there was established

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...restrictions, reservations, liens, charges, easements and covenants were filed, 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 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 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 and this restriction, condition and covenant may not be changed or modified by the provisions established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions and in Section 9 of said Declaration No. 7 of Establishment of Local Protective Restrictions. Provided, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 2 and 3 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 dissolution of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 3 hereof (in the event of the transfer of any of said realty hereto) 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 the dissolution or liquidation, and as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declaration of Restrictions and 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 enforcement of any such breach may be enjoined, limited or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner or by any other person or corporation designated in said Declaration 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, development of the property described and/or referred to in said Declaration of Restrictions, and are for the benefit of all of said property as described and/or referred to in each order of any lot 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, and the quiet enjoyment of tenements. In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers therein duly authorized, this 14th day of June, 1940.

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Palos Verdes Homes Association
 Vol. H. Silberberger Vice-President
 Everett H. York Secretary

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State of California County of Los Angeles: On this 14 day of June 1940, before William Thomas, a Notary Public in and for said County, personally appeared Hiram H. Gray and Vol. H. Silberberger, known to me to be the Vice-Presidents, and Everett H. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed this instrument, known to me to be the persons who executed the within instrument and on behalf of the corporation therein named, and acknowledged to me that such persons executed the same. Witness my hand and official seal.

William Thomas, Notary Public
 and for the County of Los Angeles, State of California Commission Expires Dec. 1,

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True Copy of original recorded at request of Presario H. Hink Jun 24 1940, 1:56 P.M.
 Conist 2120-Compared, Hans P. Beatty, County Recorder, By E. Coleman Deputy.
 2010-307-P.

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
4 and not a party to the within action; my business address is 1230 Rosecrans Avenue, Suite 110,
5 Manhattan Beach, CA 90266.

6 On March 13, 2015, I served the foregoing documents described as:

7 **CITY'S VOLUME OF EVIDENCE IN SUPPORT OF CITY'S CROSS-
8 MOTION MOTHER FOR SUMMARY JUDGMENT, IN THE ALTERNATIVE
9 SUMMARY**

10 on the interested party or parties in this action by placing the original thereof enclosed in sealed
11 envelopes with fully prepaid postage thereon and addressed as follows:

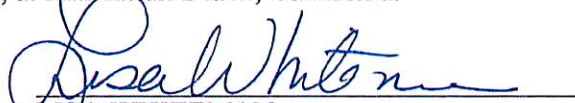
12 *PLEASE SEE SERVICE LIST ATTACHED*

- 13 **VIA EMAIL.** I caused such document as described above, to be transmitted via E-Mail
14 to the offices of the addressee(s).
- 15 **VIA FACSIMILE.** I caused such document to be transmitted via facsimile to the offices
16 of the addressee(s).
- 17 **VIA OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package
18 provided by an overnight delivery carrier and addressed to the person(s) at the address(es)
19 stated above. I placed the envelope or package for collection and overnight delivery at a
20 regularly utilized drop box of the overnight delivery carrier.
- 21 **VIA U.S.MAIL.** I enclosed the above described documents in a sealed envelope or
22 package addressed to the person(s) listed above or on the attached; caused such envelope
23 with postage thereon fully prepared to be placed in the United States mail at Los Angeles,
24 California.

25 *I am readily familiar with the Jenkins & Hugin, LLP's practice of collection and processing correspondence for
26 outgoing mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with
27 postage thereon prepaid at Manhattan Beach, California, in the ordinary course of business. I am aware that
28 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.*

- 29 **STATE.** I declare under penalty of perjury under the laws of the State of California
30 that the above is true and correct.
- 31 **FEDERAL.** I declare that I am employed in the office of a member of the Bar of this
32 Court at whose direction the service is made.

33 Executed this 13th day of March 13, 2015, at Manhattan Beach, California.

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35 LISA WHITEMAN

SERVICE LIST

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Jeffrey Lewis
Kelly Broedlow Dunagan
BroedlowLewis LLP
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SSachs@AALRR.com

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District*

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Damon@agd-landuse.com
rj@agd-landuse.com

Attorneys for Real Parties in Interest
*Robert Lugliani and Dolores E. Lugliani, as
co-trustees of THE LUGLIANI TRUST;
THOMAS J. LIEB, TRUSTEE, THE VIA
PANORAMA TRUST*

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
4 and not a party to the within action; my business address is 1230 Rosecrans Avenue, Suite 110,
5 Manhattan Beach, CA 90266.

6 On March 13, 2015, I served the foregoing documents described as:

7 **CITY'S OF VOLUME OF EVIDENCE IN SUPPORT OF CITY'S CROSS-
8 MOTION MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE,
9 SUMMARY ADJUDICATION**

10 on the interested party or parties in this action by placing the original thereof enclosed in sealed
11 envelopes with fully prepaid postage thereon and addressed as follows:

12 *PLEASE SEE SERVICE LIST ATTACHED*

13 **VIA EMAIL.** I caused such document as described above, to be transmitted via E-Mail
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28 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.*

STATE. I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

FEDERAL. I declare that I am employed in the office of a member of the Bar of this
Court at whose direction the service is made.

Executed this 13th day of March 13, 2015, at Manhattan Beach, California.


LISA WHITEMAN

SERVICE LIST

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Jeffrey Lewis
Kelly Broedlow Dunagan
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*Citizens for Enforcement of Parkland
Covenants*
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Daniel V. Hyde
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