



# MEMORANDUM

Agenda Item #: 15  
Meeting Date: 2/12/19

**TO: MAYOR PETERSON AND THE HONORABLE  
MEMBERS OF CITY COUNCIL**

**FROM: CHRISTI HOGIN, CITY ATTORNEY /s/**

**SUBJECT: CONSIDERATION OF PROPOSED DEED RESTRICTIONS ON  
BLUFF COVE PROPERTIES (LOCATED AT 1009, 1015, 1017, 1101,  
1105, 1117, AND 1121 PALOS VERDES DRIVE WEST)**

**DATE: February 12, 2019**

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## The Issue

Whether to approve the open space deed restrictions for the Bluff Cove properties so their use is consistent with other city owned deed-restricted open space properties and authorize the Mayor to execute the Declaration of Conditions and Restrictions Affecting Real Property.

## Background

The City owns approximately 4.09 acres of land, located generally at 1009, 1015, 1017, 1101, 1105, 1117 and 1121 Palos Verdes Drive West (Assessor's Parcel Nos. 7541-001-902, 7541-001-904, 7541-001-908, 7541-001-909, 7541-001-906, 7541-001-901, 7541-001-907). These are known as the Bluff Cove properties.

For several decades, the City was involved in litigation regarding the Bluff Cove properties. The first lawsuit involved the owner of one of the properties, who alleged that since 1966, the City had negligently constructed and maintained a storm drain which contributed to erosion damage which resulted in the activation of a deep seated landslide that destroyed his property in 1981. The court found for the plaintiff and awarded approximately \$1.9 million in damages. Several claims by other Bluff Cove residents were subsequently settled.

As a result of settlement of the residents' claims and litigation with insurance companies, the City received an ownership interest in ten properties. The City initially owned nine of the properties outright and held a "remainder" interest in tenth property located at 1101 Palos Verdes Drive West, which interest was subject to a life estate by the then-current tenant. At this time, the City owns ten properties. Three of the properties--located at 901 Paseo Del Mar, 1001 Paseo Del Mar, and 1005 PVD West—are vacant and geotechnical reports

indicate that the land is not stable enough to support a structure. In 2003, the City decided to maintain these properties as open space.

The seven remaining properties--located at 1009, 1015, 1017, 1101, 1105, 1117, and 1121 PVD West—were each improved with a single-family residence. Based on geotechnical reports prepared for the City, while the City has corrected its actions concerning the storm drain which was the subject of the previous litigation, the pre-existing slide and erosion resulted in somewhat unstable soil and geologic conditions on the Bluff Cove properties, which caused structural damage to those structures.

The Council had growing concerns about the residential use of the Bluff Cove properties. Inspections revealed problems with the state of the homes, including rodent infestation that adversely affect the stability of the bluff, significant cracks in pavement and flooring and foundation that indicate continued adverse effects on structures from land movement, water and moisture stains on walls on floors, potential of presence of asbestos/lead, mold, water damage, and evidence of rodents inside the homes. These concerns led the Council to cease the residential uses of the City's property.

On November 25, 2014, the City Council approved a coastal development permit, grading permit, and mitigated negative declaration for the Bluff Cove Homes Deconstruction Project, which cleared the lots of residential structures and dedicated the properties for open space uses.

## **Discussion**

The item before the City Council would impose the same deed restrictions on the Bluff Cove properties as the City's other deed restricted open space properties.

City received these properties as part of a settlement of inverse condemnation claims, as discussed above. The property is zoned for residential uses but the Council previously determined that it is not suitable for residential development or use. The City Council's action on November 25, 2014, authorized the removal of all residential structures and commenced maintaining the Bluff Cove properties as open space. The deed restrictions are consistent with the City's current use of the property.

The use of deed restrictions is an option to provide a voluntary agreement between the City and the Homes Association that permanently limits the uses of the land to protect its conservation values. The City would retain ownership of the land, but certain restrictions would be accepted and recorded on the deed.

The proposed restrictions would place Bluff Cove properties within the City's inventory of deed restricted open space, which is collectively designed to enhance the community's park-like setting. On June 14, 1940, the Palos Verdes Homes Association conveyed a number of parks to the City in multiple grant deeds ("1940 Deeds"). The 1940 Deeds include the 1920s Protective Covenants (the 1940 Deeds and the 1920s Protective Covenants are collectively referred to as the "Parkland Restrictions") that are part of the governing documents for the

Palos Verdes Estates planned community and provide in part as follows:

That the transferred property “is to be used and administered forever for park and/or recreation purposes . . .”

That “no buildings, structures or concessions shall be erected, maintained or permitted” on the parkland “except such as are properly incidental to the convenient and/or proper use of said realty for park and/ or recreation purposes.”

That the transferred property “shall not be sold or conveyed, in whole or in part ...except to a body suitably constituted by law to take, hold, maintain and regulate public parks ...”

On January 11, 2019, following a public hearing, the City Council entered into a settlement of the lawsuit entitled *Citizens for Enforcement of Parkland Covenants and John Harbison v. City of Palos Verdes Estates, et al.* The approval of these deed restrictions satisfies the City’s obligation under the settlement agreement.

### **FISCAL IMPACT**

There is no fiscal impact associated with this matter. The staff time to implement the action is within the adopted budget.

### **NOTIFICATION**

This item has been noticed and posted in a manner consistent with City practices and procedures.

### **ENVIRONMENTAL REVIEW**

The City Council previously approved the mitigated negative declaration that addressed the deconstruction and remediation of the property and conversion of use to open space pursuant to Resolution No. 14-53. The deed restrictions themselves contemplate no further physical alterations to the site or change in use from its current use. As such, the decision to impose these restrictions is exempt from review under CEQA and the CEQA Guidelines because it does not involve any commitment to a specific project that could result in a potentially significant physical impact on the environment. Accordingly, the open space restriction does not constitute a “project” that requires environmental review pursuant to Guidelines section 15378. Further, since the restrictions contemplate protecting the land in its natural condition, it is otherwise exempt from CEQA pursuant to sections 15061, 15301, 15317 and 15325. (See 14 CCR §§ 15061(b)(3), 15301(h), 15317, 15325(a),(c) & 15378(b)(5)).

### **RECOMMENDATION**

It is recommended that the City Council approve the form of the Deed restrictions as presented and authorize the Mayor to execute.

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:**

City Clerk  
City of Palos Verdes Estates

(For benefit of City of Palos Verdes Estates;  
No fee per Government Code § 27383)

(Space Above For Recorder's Use)

**DECLARATION OF CONDITIONS AND RESTRICTIONS  
AFFECTING REAL PROPERTY**

THIS DECLARATION OF RESTRICTIVE COVENANTS ON REAL PROPERTY ("Restrictive Covenant") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF PALOS VERDES ESTATES, a municipal corporation (hereinafter "City") and PALOS VERDES HOMES ASSOCIATION, a California corporation (hereinafter "Association").

**1. RECITALS.**

A. City is the owner of that certain real property located in the City of Palos Verdes Estates and more particularly described on ***Exhibit A*** attached hereto and incorporated herein by this reference (the "Restricted Property"). The Restricted Property consists of approximately 4.09 acres of land, located generally at 1009, 1015, 1017, 1101, 1105, 1117 and 1121 Palos Verdes Drive West, Palos Verdes Estates, California (Assessor's Parcel Nos. 7541-001-902, 7541-001-904, 7541-001-908, 7541-001-909, 7541-001-906, 7541-001-901, 7541-001-907).

B. City received the Restricted Property as part of a settlement of inverse condemnation claims. The Restricted Property is zoned for residential uses but is not suitable for residential development or use. On November 25, 2014, the City Council approved the Coastal Development Permit and the Grading Permit and adopted the Mitigated Negative Declaration for the Bluff Cove Deconstruction Project. The City Council determined at that time that the seven residential structures should be removed and the properties maintained as open space use.

C. City desires to dedicate the Restricted Property to park and open space uses, as a part of City's inventory of open space, to enhance the community's park-like setting, and, through this Restrictive Covenant, to preserve the Restricted Property for park and open space purposes pursuant to the same terms and conditions of the City's other deed restricted parkland.

D. On June 14, 1940, the Palos Verdes Homes Association conveyed a number of parks to the City in multiple grant deeds ("1940 Deeds"). The 1940 Deeds include the 1920s Protective Covenants (the 1940 Deeds and the 1920s Protective Covenants are collectively referred to as the "Parkland Restrictions") that are part of the governing documents for the Palos Verdes Estates planned community and further provide in part as follows:

That the transferred property "is to be used and administered forever for park and/or recreation purposes . . ."

That "no buildings, structures or concessions shall be erected, maintained or permitted" on the parkland "except such as are properly incidental to the convenient and/or proper use of said realty for park and/ or recreation purposes."

That the transferred property "shall not be sold or conveyed, in whole or in part ...except to a body suitably constituted by law to take, hold, maintain and regulate public parks ..."

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Association agree as follows:

## **2. COVENANTS AND RESTRICTIONS.**

In consideration of the above Recitals and the conditions and restrictions contained herein, and pursuant to the laws of the United States and state of California, including Government Code § 27281.5, and other applicable laws, the City imposes the following conditions and restrictions on the Restricted Property:

A. *Park and Open Space Uses.* The Restricted Property will be used, operated, maintained, and managed for the purposes of active or passive recreational, park and other similar public uses, including open space uses for the benefit of the residents and the Association, its officers, members, and representatives, in accordance with the 1940 Deeds attached hereto as ***Exhibit B***.

B. *Reserved Rights.* City reserves to itself, and to its officers, directors, employees, representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Restricted Property, including the right to engage in or to permit or invite others to engage in all uses of the Restricted Property that are not expressly prohibited or limited by, and are consistent with, the purpose of this Restrictive Covenant.

## **3. MAINTENANCE.**

The City shall maintain the Restricted Property in a manner deemed appropriate by the City. City shall have the right to, but nothing in this Restrictive Covenant shall require the City to, improve or otherwise develop the Restricted Property for any purposes other than as required to maintain the Restricted Property in a manner deemed appropriate by the City.

#### **4. RESTRICTIONS RUN WITH THE LAND.**

The restrictions in this Restrictive Covenant shall be binding upon and enforceable against City, the Association and their successors and assigns, and inure to the benefit of City, the Association and their successors and assigns. All rights and obligations herein shall be appurtenant to, and shall run with, and shall burden the Restricted Property, and the benefits and burdens of these restrictions shall benefit and burden all parties having or acquiring any right, title or interest in all or any portion of the Restricted Property.

#### **5. GENERAL PROVISIONS.**

A. *Controlling Law.* The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

B. *Entire Agreement.* This instrument sets forth the entire agreement of the City with respect to the specific subject matter hereof and supersedes all prior discussions, negotiations, understandings, or agreements relating to the specific subject matter hereof.

C. *Severability.* If a court of competent jurisdiction voids or invalidates on its face any provision of this Restrictive Covenant, such action shall not affect the remainder of this Restrictive Covenant. If a court of competent jurisdiction voids or invalidates the application of any provision of this Restrictive Covenant to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

D. *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of City's title in any respect.

E. *Additional Interests.* City may grant any additional easements, rights of way or other interests in the surface or subsurface of the Restricted Property, or grant or otherwise abandon or relinquish any rights relating to the Restricted Property that are not in conflict with this Restrictive Covenant.

F. *Enforcement – Right to Enforce.* City, its successors and assigns, grant to the Association, a discretionary right to enforce this Restrictive Covenant in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Restrictive Covenant; provided, however, that no violation of this Restrictive Covenants shall result in a forfeiture or reversion of title.

**6. CONSENT.**

City agrees to all of the terms and conditions set forth in this Restrictive Covenant and agrees that this Restrictive Covenant shall be recorded against the Restricted Property.

**ASSOCIATION:**

**PALOS VERDES HOMES ASSOCIATION,**  
a California Corporation

**CITY:**

**CITY OF PALOS VERDES ESTATES,**  
a municipal corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: Betty Lin Peterson  
Its Mayor

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

, Notary

On \_\_\_\_\_ before me, Public  
(insert name and title of the officer)

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 \_\_\_\_\_ (Seal)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

, Notary

On \_\_\_\_\_ before me, Public  
(insert name and title of the officer)

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 \_\_\_\_\_ (Seal)

Exhibit A

Property Address	Assessor Parcel Number
1009 Palos Verdes Drive West	7541-001-902
1015 Palos Verdes Drive West	7541-001-904
1017 Palos Verdes Drive West	7541-001-908
1101 Palos Verdes Drive West	7541-001-909
1105 Palos Verdes Drive West	7541-001-906
1117 Palos Verdes Drive West	7541-001-901
1121 Palos Verdes Drive West	7541-001-907



G R A N T D E E D

PALOS VERDES HOMES ASSOCIATION, a corporation organized under the laws of the State of California, and having its principal place of business at Palos Verdes Estates, California, in consideration of TEN (\$10.00) DOLLARS, receipt of which is hereby acknowledged, does hereby grant to the CITY OF PALOS VERDES ESTATES, a municipal corporation, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said reality", described as follows, to-wit:

All of Lot B of Tract Number 6886, as shown on map recorded in Book 83, Pages 77 to 80 inclusive, of Maps in the office of the County Recorder of Los Angeles County, California, except those portions thereof described as follows:

Beginning at a point in the Easterly boundary of said Lot B, distant thereon 18.00 feet from the most westerly corner of Lot 7 in Block 1500 of said Tract Number 6886, thence South 4°00'50" West, along said Easterly boundary, 18.00 feet; thence, along the Northerly and Northwesterly boundaries of Lots 1 to 6 inclusive in said Block 1500, the following courses and distances: North 84°05'30" West 67.84 feet; South 77°43'40" West 120.69 feet; South 50°47'50" West 88.60 feet; South 72°09'30" West 56.59 feet; South 88°46'30" West 40.64 feet; South 72°37'10" West 180.35 feet; South 64°42'00" West 181.44 feet; South 64°51'40" West 132.54 feet; South 28°36'00" West 57.53 feet; South 64°53'50" West 182.22 feet to the most Westerly corner of Lot 1 in said Block 1500; thence North 17°12'05" West, along the Northwesterly prolongation of the Southwesterly line of said Lot 1, 12.00 feet; thence North 63°19'25" East 182.83 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of said Lot 1, distance thereon 16.00 feet from the most Northerly corner of said Lot 1; thence North 27°12'25" East 58.94 feet; thence North 64°51'40" East 132.54 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 2 in said Block 1500, distant thereon 18.00 feet from the most Northerly corner of said Lot 2; thence North 62°50'00" East 182.38 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 3, in said Block 1500, distant thereon 24.00 feet from the most Northerly corner of said Lot 3; thence North 74°31'50" East 180.43 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 4, in said Block 1500, distant thereon 18.00 feet from the most Northerly corner of said Lot 4; thence North 88°46'30" East 40.64 feet; thence North 72°09'30" East 56.59 feet; thence North 45°03'50" East 92.81 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 5 in said Block 1500, distant thereon 28.00 feet from the most

Northerly corner of said Lot 5; thence North  $78^{\circ}42'20''$  East 151.54 feet; thence South  $76^{\circ}27'40''$  East 67.85 feet, more or less, to the point of beginning.

Also, beginning at the most Southerly corner of said Lot 3, being also the most Westerly corner of Lot 2, Block 1414, in said Tract 6886; thence North  $41^{\circ}54'50''$  West, along the Southwesterly line of said Lot 3, 15.33 feet, more or less, to a point therein distant 15.00 feet Northwesterly, measured at right angles, from the Northwesterly line of said Lot 2; thence Northeasterly, parallel to and at a uniform distance of 15 feet Northwesterly from the Northwesterly lines of Lots 1 and 2, said Block 1414, the following courses and distances; North  $36^{\circ}14'40''$  East 183.39 feet, more or less; North  $34^{\circ}53'00''$  East 125.23 feet, more or less; North  $46^{\circ}21'40''$  East, 109.28 feet, more or less, to a point in said Lot 3 distant 15.00 feet Northwesterly, measured at right angles from that side of said Lot 1, which bears South  $46^{\circ}21'40''$  West, from the most Northerly corner of said Lot 1; thence South  $43^{\circ}58'20''$  East 15.00 feet to the most Northerly corner of said Lot 1; thence Southwesterly, along the Southeasterly boundary of said Lot 3, the following courses and distances; South  $46^{\circ}21'40''$  West 107.77 feet; South  $34^{\circ}53'00''$  West 125.90 feet; South  $36^{\circ}14'40''$  West, 186.71 feet to the said last mentioned point of beginning.

All of Lot C of Tract Number 6886, as shown on map recorded in Book 83, Pages 77 to 80 inclusive, of Maps, in the office of the County Recorder of Los Angeles County, California, except those portions thereof described as follows:

Beginning at a point in the Northeasterly boundary of said Lot C distant 15.00 feet Northwesterly, measured at right angles, from the Northwesterly line of Lot 2 in Block 1414, of said Tract Number 6886; thence South  $41^{\circ}54'50''$  East, along said Northeasterly boundary, 15.33 feet, more or less, to the most Northerly corner of Lot 3 in said Block 1414; thence Southwesterly, along the Northwesterly boundary of said Lot 3, the following courses and distances; South  $33^{\circ}54'40''$  West 52.73 feet; South  $17^{\circ}46'50''$  West 98.65 feet; South  $30^{\circ}47'20''$  West 104.72 feet; South  $40^{\circ}42'20''$  West 70.97 feet to the most Southerly corner of said Lot 3; thence North  $49^{\circ}17'40''$  West 11.00 feet; thence North  $44^{\circ}52'10''$  East 70.12 feet; thence North  $30^{\circ}47'20''$  East 104.72 feet; thence North  $15^{\circ}30'10''$  East 102.06 feet; thence North  $33^{\circ}12'20''$  East 55.95 feet, more or less, to the point of beginning.

Also, beginning at the most Westerly angle point in Lot 6 in Block 1432 of said Tract Number 6886; thence South  $7^{\circ}38'46''$  East, along the Westerly boundary of said Lot 6, 155.75 feet to the Southwesterly corner thereof; thence North  $26^{\circ}53'00''$  West 29.00 feet; thence North  $3^{\circ}23'20''$  West 128.72 feet, more or less, to the point of beginning.

Also, beginning at the Southwesterly corner of said Lot 6; thence North  $85^{\circ}12'00''$  East, along the Southerly line of said Lot 6, 25.00 feet; thence South  $41^{\circ}03'32''$  East, along the Southwesterly line of Lot 7 in said Block 1432, 50.00 feet; thence North  $58^{\circ}20'55''$  West 67.65 feet, more or less, to said last mentioned point of beginning.

All of Lot F of Tract Number 6888, as shown on map recorded in Book 100, Pages 67 to 72 inclusive, of Maps, in the office of the County Recorder of Los Angeles County, California, except that portion thereof described as follows:

Beginning at the most Northerly corner of Lot 1 in Block 210, of said Tract Number 6888; thence, along the Northwesterly, Southwesterly and Southerly boundaries of said Lot 1, the following courses and distances: South 33°02'40" West 297.04 feet; South 55°05'10" West 150.70 feet; South 37°15'00" West 109.72 feet; South 54°20'00" West 194.78 feet; South 60°15'40" West 116.26 feet; South 51°55'50" West 182.58 feet; South 52°02'50" West 150.37 feet; South 51°50'40" West 251.48 feet; South 49°14'30" West 136.40 feet; South 6°25'40" East 296.88 feet; South 47°46'30" East 72.33 feet; South 68°29'50" East 85.06 feet; South 42°59'10" East 178.10 feet; South 71°54'50" East 210.54 feet; North 76°29'00" East 159.62 feet; North 82°05'20" East 235.55 feet; South 85°01'10" East 142.14 feet; South 78°32'40" East 100.39 feet to the Southeasterly corner of said Lot 1; thence South 11°40'00" West, along the Southerly prolongation of the Easterly line of said Lot 1, 16.00 feet; thence North 80°48'20" West 98.15 feet; thence North 86°33'10" West 146.11 feet; thence South 78°48'00" West 122.11 feet; thence South 84°03'00" West 110.41 feet; thence South 76°26'10" West 156.99 feet; thence South 80°05'45" West 103.21 feet; thence South 74°04'10" West 42.53 feet; thence North 67°28'30" West 53.84 feet; thence North 23°04'10" West 114.26 feet; thence North 37°20'40" West 88.85 feet; thence North 47°44'10" West 59.49 feet; thence North 69°11'40" West 87.73 feet; thence North 47°46'30" West 72.33 feet; thence North 74°57'20" West 111.92 feet; thence North 26°39'40" West 59.70 feet; thence North 4°00'50" West 69.87 feet; thence North 16°27'40" East 49.24 feet; thence North 51°40'20" East 71.77 feet; thence North 56°30'10" East 85.40 feet; thence North 51°57'50" East 135.31 feet, more or less, to a point which bears North 58°01'20" West, a distance of 20.00 feet from the Southwesterly extremity of that certain course in the Northwesterly boundary of said Lot 1, which bears South 51°58'49" West; thence North 51°22'15" East 239.74 feet; thence North 54°07'55" East 145.57 feet; thence North 51°27'00" East 145.91 feet; thence North 61°49'50" East 129.63 feet; thence North 53°45'10" East 54.23 feet; thence North 61°22'45" East 122.52 feet; thence North 55°11'55" East 200.50 feet; thence North 62°27'25" East 123.24 feet; thence North 52°04'50" East 297.08 feet, more or less, to a point in the Northeasterly boundary of said Lot F distant thereon North 56°57'20" West 26.00 feet from the most Northerly corner of said Lot 1, thence South 56°58'20" East 26.00 feet to the point of beginning.

All of Lot G of Tract Number 6888, as shown on map recorded in Book 100, Pages 67 to 72 inclusive, of Maps, in the office of the County Recorder of Los Angeles County, California.

All of Lot A of Tract Number 10170 as shown on Map recorded in Book 100, pages 67 to 72 inclusive, of Maps, in the Office of the County Recorder of Los Angeles County, California, which lot was formerly part of Lot H of Tract Number 6888.

All of Lot C in Tract Number 7140, as shown on Map

recorded in Book 88, Pages 10 to 13 inclusive, of Maps in the Office of the County Recorder of Los Angeles County, California, except that portion thereof described as follows:

Beginning at the most Northerly corner of Lot 1, in Block 1170 in said Tract Number 7140; thence along the Northwesterly and Southwesterly boundaries of said Block 1170 the following courses and distances: South 47°51'40" West 144.95 feet; South 65°08'00" West 57.79 feet; South 82°00'50" West 52.03 feet; South 65°09'30" West 35.62 feet; South 75°48'30" West 28.86 feet; South 55°09'30" West 80.88 feet; South 27°55'30" West 77.05 feet; South 30°53'00" East 51.19 feet; South 25°36'50" West 28.97 feet; South 61°28'00" West 24.46 feet; South 87°19'20" West 118.00 feet; South 6°50'00" West 37.43 feet; South 12°37'20" East 67.34 feet; South 10°16'20" West 30.37 feet; South 40°24'40" West 22.69 feet; South 56°14'10" West 113.00 feet; South 39°27'20" West 17.44 feet to the most Westerly corner of Lot 4 of said Block 1170; thence North 50°52'40" West 20.00 feet; thence North 58°10'30" East 152.82 feet; thence North 80°45'30" East 21.42 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of said Lot 4, distant thereon 17.40 feet from the most Northerly corner of said Lot 4; thence North 20°45'30" East 24.36 feet; thence North 17°45'20" West 68.85 feet; thence North 6°50'00" East 37.43 feet; thence North 26°46'55" East 125.89 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 3 in said Block 1170, distance thereon 18.00 feet from the most Northerly corner of said Lot 3; thence North 62°25'40" East 53.18 feet; thence North 12°19'00" West 40.33 feet; thence North 26°22'00" East 89.84 feet; thence North 58°59'05" East 57.05 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 2, of said Block 1170, distant thereon 12.00 feet from the most Northerly corner of said Lot 2, thence North 53°18'00" East 26.10 feet; thence North 82°17'40" East 89.75 feet; thence North 55°12'20" East 36.00 feet; thence North 85°06'00" East 52.00 feet; thence North 67°51'00" East 55.75 feet; thence North 46°01'40" East 142.17 feet, more or less to a point in the Northwesterly prolongation of the Northeasterly line of Lot 1, of said Block 1170, distant thereon 15.00 feet from the most northerly corner of said Lot 1; thence South 53°55'40" East 15.00 feet to the point of beginning.

All of Lot D in Tract Number 7140, as shown on map recorded in Book 88, Pages 10 to 13 inclusive, of Maps in the office of the County Recorder of Los Angeles County, California.

All of Lot B in Tract Number 7144, as shown on map recorded in Book 103, Pages 13 to 18 inclusive, of Maps in the office of the County Recorder of Los Angeles County, California, except those portions thereof described as follows:

Beginning at the Easterly extremity of that certain course in the Northerly boundary of Lot 1 in Block 2130 of said Tract Number 7144, which bears South 81°16'10" East from the most Northerly corner thereof; thence along said Northerly boundary, North 81°16'10" West 64.30 feet and South 64°42'20" West 61.54 feet to a point therein hereinafter referred to as Point A; thence North 49°19'35" East 78.15 feet; thence South 60°01'25" East 68.99 feet, more or less, to the point of beginning.

Also, beginning at the above mentioned Point A; thence, along the Northwesterly boundary of said Lot 1 South 44°45'40" West 62.63 feet, and South 35°15'20" West 103.31 feet; thence North 27°15'40" East 106.82 feet; thence North 58°11'59" East 64.40 feet, more or less, to said last mentioned point of beginning.

Also, beginning at the Northeasterly extremity of that certain course in the Northwesterly boundary of said Lot 1 which bears North 85°39'10" East from the most Westerly corner thereof; thence along the Northwesterly, Southwesterly and Southerly boundaries of said Lot 1 the following courses and distances: South 85°39'10" West 36.60 feet; South 6°20'10" East 32.27 feet; South 55°25'50" East 44.44 feet; South 67°51'40" East 99.61 feet; North 79°31'50" East 155.40 feet; South 88°42'00" East 82.42 feet; South 79°56'40" East 143.38 feet; South 52°40'00" East 94.20 feet; South 42°42'50" East 68.68 feet; South 52°51'10" East 82.08 feet; South 37°27'50" East 72.37 feet to the most Southerly corner of said Lot 1; thence South 52°32'10" West 15.00 feet; thence North 37°04'00" West 68.67 feet; thence North 52°25'00" West 90.50 feet; thence North 42°12'00" West 64.50 feet; thence North 55°09'00" West 91.00 feet; thence North 80°41'00" West 141.00 feet; thence North 89°12'00" West 80.00 feet; thence South 79°38'00" West 163.50 feet; thence North 69°15'00" West 111.00 feet; thence North 24°15'00" West 59.70 feet; thence North 69°02'50" West 26.73 feet to the beginning of a curve tangent to said last mentioned course, concave to the East and having a radius of 15.00 feet; thence Northerly along said curve 45.80 feet to the end thereof; thence North 81°43'00" East, tangent to said curve, 66.94 feet, more or less, to the point of beginning.

All of Lot C in Tract Number 7144, as shown on map recorded in Book 105, Pages 15 to 16 inclusive, of Maps in the office of the County Recorder of Los Angeles County, California, except those portions thereof described as follows:

Beginning at a point in the Westerly prolongation of the Northerly line of Lot 1 in Block 2250 of said Tract Number 7144, distant thereon North 85°01'25" West 21.00 feet from the most Northerly corner of said Lot 1; thence South 85°01'25" East 21.00 feet; thence along the Northwesterly boundary of said Lot 1, South 48°36'20" West 56.89 feet and South 18°36'50" West 58.74 feet to an angle point therein hereinafter referred to as Point A; thence North 1°00'00" West 50.50 feet; thence North 51°55'00" East 43.13 feet, more or less, to the point of beginning.

Also, beginning at the above mentioned Point A; thence, along the Northwesterly, Southwesterly, Southerly and Southeasterly boundaries of said Block 2250, the following courses and distances: South 26°48'20" East 24.49 feet; South 68°07'50" West 75.32 feet; South 47°39'30" West 59.77 feet; South 51°53'00" West 82.50 feet; South 20°16'50" West 64.25 feet; South 4°49'10" East 79.30 feet; South 18°16'20" West 90.65 feet; South 26°25'50" West 89.12 feet; South 49°07'50" West 24.37 feet; South 20°34'10" East 35.82 feet; South 87°20'00" East 29.19 feet; South 68°49'00" East 127.04 feet; South 80°50'20" East 137.02 feet; South 72°22'00" East 143.02 feet; South 78°02'30" East 107.57 feet;

North 88°49'30" East 56.50 feet; South 79°25'50" East 46.06 feet; South 68°01'50" East 55.98 feet; South 87°08'50" East 27.79 feet; North 78°22'40" East 35.08 feet; North 58°35'30" East 98.35 feet to the Southeasterly corner of Lot 3 in said Block 2250; thence South 10°08'50" East, along the Southerly prolongation of the Easterly line of said Lot 3, 25.00 feet; thence South 68°19'00" West 95.00 feet; thence South 75°45'00" West 38.00 feet; thence North 89°30'00" West 31.50 feet; thence North 71°02'00" West 53.00 feet; thence North 75°09'00" West 44.00 feet; thence South 80°57'00" West 61.50 feet; thence North 76°27'30" West 51.91 feet, more or less, to a point in the Southwesterly prolongation of the Northwesterly line of said Lot 3, distant thereon 19.58 feet from the Southwesterly corner of said Lot 3; thence North 76°27'00" West 57.59 feet; thence North 75°06'00" West 140.00 feet; thence North 78°31'00" West 142.00 feet; thence North 60°53'00" West 122.00 feet, more or less, to a point which bears South 2°30'40" West 12.01 feet from the Northwesterly extremity of that certain course in the Southerly boundary of Lot 2 in said Block 2250 which bears South 62°49'00" East; thence North 89°47'45" West 35.03 feet to the beginning of a curve tangent to the last mentioned course, concave to the Northeast and having a radius of 30.00 feet, thence Northwesterly, along said curve, 64.44 feet to the end of same; thence North 83°16'15" East tangent to said curve, 119.39 feet; thence North 21°18'00" East 87.50 feet; thence North 6°43'00" West 84.50 feet; thence North 20°25'00" East 67.50 feet; thence North 33°33'00" East 22.37 feet, more or less to a point in the Northwesterly prolongation of the Southwesterly line of Lot 1 in said Block 2250, distant thereon 11.71 feet from the most westerly corner of said Lot 1; thence North 33°33'00" East 62.63 feet; thence North 44°04'00" East 65.00 feet; thence North 60°46'30" East 74.00 feet, more or less, to said last mentioned point of beginning.

All of Lot E in Tract Number 7351, as shown on map recorded in Book 102, Pages 46 to 50 inclusive, of Maps in the Office of the County Recorder of Los Angeles County, California, except those portions thereof described as follows:

Beginning at a point in the Northwesterly prolongation of the Northeasterly line of Lot 1 in Block 1171 of said Tract Number 7351, distant thereon 50.00 feet from the most Northerly corner of said Lot 1; thence South 37°26'50" East along said Northwesterly prolongation 30.00 feet to said most Northerly corner; thence along the Northwesterly boundary of said Lot 1, the following courses and distances; South 72°20'20" West 19.91 feet; South 29°52'10" West 21.68 feet; South 14°40'10" West 51.97 feet; thence North 4°38'40" East 55.64 feet; thence North 24°49'15" East 48.12 feet, more or less, to the point of beginning.

Also, beginning at the Southwesterly extremity of that certain line in the Northwesterly boundary of said Lot 1 which bears South 14°40'10" West; thence along the Northwesterly and Southwesterly boundaries of said Block 1171, the following courses and distances; South 23°17'20" West 88.41 feet; South 52°31'40" West 75.98 feet; South 41°07'00" West 76.59 feet; South 56°10'10" West 54.04 feet; South 49°22'40" West 612.85 feet; South 38°34'00" West 44.22 feet; South 27°39'40" West 48.47 feet; South 13°47'00" West 135.54 feet; South 30°56'40" West 77.25 feet; South 18°51'10" West

46.94 feet; South  $12^{\circ}55'00''$  West 32.45 feet; South  $55^{\circ}48'00''$  West 137.26 feet; South  $13^{\circ}54'10''$  East 48.88 feet to the most Northerly corner of Lot 6 in said Block 1171; thence North  $69^{\circ}29'40''$  West, along the Northwesterly prolongation of the Northeasterly line of said Lot 6, 30.00 feet; thence due North 48.64 feet; thence North  $38^{\circ}51'10''$  East, 146.59 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 5 in said Block 1171, distant thereon 20.00 feet, from the most Northerly corner of said Lot 5; thence North  $64^{\circ}57'20''$  West, along said last mentioned Northwesterly prolongation, 13.00 feet; thence North  $31^{\circ}41'55''$  East 157.37 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 4 in said Block 1171, distant thereon 12.00 feet from the most Northerly corner of said Lot 4; thence North  $66^{\circ}23'45''$  West, along said last mentioned Northwesterly prolongation, 20.00 feet; thence North  $16^{\circ}11'20''$  East 107.98 feet; thence North  $42^{\circ}47'00''$  East 76.71 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 3 in said Block 1171, distant thereon 10.00 feet from the most Northerly corner of said Lot 3; thence North  $45^{\circ}52'30''$  East 89.40 feet; thence North  $60^{\circ}34'10''$  East 53.83 feet; thence North  $41^{\circ}07'00''$  East 53.00 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 2 in said Block 1171, distance thereon 6.20 feet from the most Northerly corner of said Lot 2; thence North  $41^{\circ}07'00''$  East 22.17 feet; thence North  $52^{\circ}51'40''$  East 76.58 feet; thence North  $26^{\circ}47'55''$  East 85.64 feet, more or less, to said last mentioned point of beginning.

Also, beginning at the most Northerly corner of said Lot 6; thence along the Westerly boundary of said Lot 6, the following courses and distances: South  $13^{\circ}54'10''$  East 55.00 feet; South  $14^{\circ}05'50''$  West 181.37 feet; South  $17^{\circ}05'30''$  West 82.29 feet to the most Westerly corner thereof; thence North  $84^{\circ}11'50''$  West, along the Northwesterly prolongation of the Southerly line of said Lot 6, 18.00 feet; thence North  $22^{\circ}13'40''$  East 85.63 feet; thence North  $12^{\circ}20'00''$  East 212.38 feet, more or less, to said last mentioned point of beginning.

All of Lot A in Tract Number 7536, as shown on map recorded in Book 86, Pages 48 to 50 inclusive, of Maps in the office of the County Recorder of Los Angeles County, California, except those portions thereof as follows:

Beginning at the Westerly extremity of that certain course in the Northerly boundary of Lot 1 in Block 1480 of said Tract Number 7536, which bears North  $89^{\circ}57'50''$  East; thence along the Northerly boundary of said Lot 1 South  $74^{\circ}46'40''$  West 66.04 feet and South  $82^{\circ}59'00''$  West 55.12 feet to an angle point therein; thence North  $44^{\circ}39'10''$  East 40.94 feet; thence North  $80^{\circ}50'00''$  East 85.00 feet, more or less, to the point of beginning.

Also, beginning at the most Northerly corner of Lot 7 in said Block 1450; thence South  $23^{\circ}42'05''$  West 87.87 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 8 in said Block 1450, distant thereon 6.00 feet from the most Northerly corner of said Lot 8; thence South  $35^{\circ}41'50''$  West 65.42 feet, more or less, to

a point in the Northwesterly prolongation of the Northeasterly line of Lot 9, in said Block 1450, distant thereon 12.00 feet from the most Northerly corner of said Lot 9; thence South 51°33'25" West 65.76 feet, more or less, to a point in the Northwesterly prolongation of the Northeasterly line of Lot 10 in said Block 1450, distant thereon 14.00 feet from the most Northerly corner of said Lot 10; thence South 47°34'15" West 65.96 feet, more or less, to a point in the Northwesterly prolongation of the Southwesterly line of Lot 10, said Block 1450, distant thereon 20.23 feet from the most Westerly corner of said Lot 10; thence South 68°28'40" West 20.02 feet, more or less, to the most Northerly corner of Lot 11, said Block 1450; thence South 25°38'56" East, along the Northeasterly line of said Lot 11, 155.02 feet to the most Easterly corner thereof; thence Northeasterly along the curved Southeasterly boundary of said Lot A, 20.16 feet to the most Southerly corner of said Lot 10; thence North 25°38'56" West, along the Southwesterly line of said Lot 10, 156.60 feet to the most Westerly corner thereof; thence along the Northwesterly lines of said Lots 10, 9, 8 and 7 the following courses and distances: North 44°10'10" East 90.26 feet; North 30°44'40" East 134.89 feet; North 19°57'00" East 89.40 feet to the last mentioned point of beginning.

Also beginning at a point in the Northwesterly line of said Lot A, distant thereon 67.80 feet from the most Northerly corner thereof; thence North 42°56'42" East 47.80 feet to the said most Northerly corner; thence South 24°29'45" East, along the Northeasterly line of said Lot A, 234.46 feet; thence South 89°37'50" West 86.46 feet, thence South 89°50'00" West 75.32 feet; thence North 34°47'10" West 29.58 feet; thence North 14°35'10" West 94.15 feet; thence North 16°08'50" East 78.27 feet, more or less, to the point of beginning.

All of Lot G in Tract Number 7536, as shown on map recorded in Book 86, Pages 48 to 50 inclusive, of Maps in the office of the County Recorder of Los Angeles County, California.

This conveyance is made and accepted and said realty is hereby granted, subject to taxes, 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 the Declaration of Establishment of Restrictions and Conditions hereinafter mentioned.

2. Each and every provision, condition, restrictions, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner dated June 26, 1923, and recorded in Book 2360, Page 251, of Official Records of Los Angeles County, and Amendments Nos. One and Three thereto, dated November 26, 1923, and June 16, 1924, respectively, and recorded in Book 2940, Page 27, and in Book 4019, Page 274, respectively, of Official Records of said County, and Declaration No. Six of Establishment of Local Protective Restrictions, dated February 29, 1924, and

recorded in Book 2779, Page 114, of Official Records of said County, and Declaration No. Ten of Establishment of Local Protective Restrictions, dated March 29, 1924, and recorded in Book 3113, Page 194, of Official Records of said County, and Amendment No. Three, above referred to, to said Declarations Nos. Six and Ten, and Declaration No. Eight of Establishment of Local Protective Restrictions, dated August 15, 1924, and recorded in Book 3443, Page 289, of Official Records of said County, and Declaration No. Fourteen, of Establishment of Local Protective Restrictions, dated October 3, 1924, and recorded in Book 4060, Page 264, of Official Records of said County, and Declaration No. Twenty-one of Establishment of Local Protective Restrictions, dated September 18, 1924, and recorded in Book 3434, Page 165, of Official Records of said County, and Amendment No. Six to said Declarations Nos. Six, Eight, Ten, Fourteen and Twenty-one, dated December 21, 1925, and recorded in Book 5585, Page 28, of Official Records of said County, all except the first mentioned having been executed by BANK OF AMERICA, successor in interest to said Commonwealth Trust Company, 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 Declaration 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 realty 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 is to be used and administered forever for park and/or recreation purposes for the benefit of the persons residing or living within the boundaries of the property known as Tract 4400, as per map recorded in book 72, Pages 95 and 96, of maps in the office of the County Recorder of said Los Angeles County, and Tract 6881, as per map recorded in Book 75, Page 63, of Maps in the office of the County Recorder of said Los Angeles County, said property being commonly known and referred to as "Palos Verdes Estates".

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 sea-shore 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 nearest 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 Homes 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 sea-shore from the extreme shoreward corners of said lot, any improvement or plantation which in the opinion of Palos Verdes Homes Association and/or Palos Verdes Art Jury seriously obstructs or interferes with important views from said lot, unless the owner of said lot shall have filed with Palos Verdes Homes Association his written approval and consent thereto.

6. The Park and Recreation Board of Palos Verdes Homes Association in its sole discretion 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 the Park and Recreation Board of Palos Verdes Homes Association and Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for Park and recreation purposes, as hereinbefore set forth.

7. That no buildings, structures, or concessions, shall be erected, maintained or permitted upon said realty, except such as in the opinion of the Park and Recreation Board of Palos Verdes Homes Association are properly incidental to the convenient and/or proper use of said realty for the public and/or private purposes hereinabove enumerated.

8. That no part of said realty shall be sold or conveyed by the City of Palos Verdes Estates except subject to the terms and conditions hereof; provided, however, that said realty, or any portion thereof, may be conveyed by said City of Palos Verdes Estates subject to the same conditions as herein contained with respect to the purposes for which said property may be used, to a PARK COMMISSION or other body suitably constituted by law to take, hold, maintain and regulate public parks; and provided also, that any portion of said property, or any interest therein, title to which is acquired by the State of California, and/or the United States of America, and/or by any public authority, may, with the written approval of said Palos Verdes Homes Association, or the successors in interest to the reversionary rights, provided for herein, and of the Art Jury, be specifically exempted from any or all of the provisions, herein, EXCEPT the provisions herein restricting the use of said property for public and/or private park and/or public and/or private recreation purposes only, and EXCEPT the provisions of Article I of said Declaration of Establishment of Basic Protective Restrictions hereinabove mentioned.

PROVIDED, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants hereinabove referred to, including those contained in said Declaration hereinabove referred to, shall cause said realty to revert to the Grantor herein, or its successors in interest as owner of the reversionary rights, herein provided for, and the owners of such reversionary rights shall have the right of immediate re-entry upon said realty in the event of any such breach, and, as to each lot and/or parcel owner of said pro-

party or other property described and/or referred to in said Declarations hereinbefore referred to, 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 designed in said Declarations hereinbefore referred to.

PROVIDED, FURTHER, that a breach of any of the said provisions, conditions, restrictions, reservations, liens, charges and covenants, or any re-entry by reason of such breach, shall not impair, defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty, or any part thereof; but said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be binding upon and effective against any owner of said realty whose title thereto is acquired by foreclosure, Trustee's sale, or otherwise.

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 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 hereinbefore referred to, 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 this 23 day of October, 1940, caused its corporate name and seal to be affixed by its President, and attested by its Secretary, thereunto duly authorized.

PALOS VERDES HOMES ASSOCIATION

(Corporate Seal)

By William B. Bray  
President

Attest: [Signature]  
Secretary

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

[Signature]  
Chairman

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On this 23 day of October, 1940, before me William Shrone, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared William B. Bray, known to me to be the President, and [Signature], 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.

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

William H. Moore  
Notary Public in and for the County  
of Los Angeles, State of California.

My Commission Expires Dec. 1, 1940.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION hereby consents to the execution of the foregoing deed.

IN WITNESS WHEREOF, Bank of America National Trust and Savings Association has this      day of      1940, hereunto cause its name and seal to be affixed by its Trust Officer and its Assistant Trust Officer, thereunto duly authorized.

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION

Consent to the  
execution of the  
foregoing deed is  
hereby given.

\_\_\_\_\_  
Trust Officer

\_\_\_\_\_  
Assistant Trust Officer

\_\_\_\_\_  
Trustor, Palos Verdes Trust.

STATE OF CALIFORNIA      )  
                                     ) SS  
COUNTY OF LOS ANGELES      )

On the      day of      1940, before me  
a Notary Public in and for said County, personally appeared  
\_\_\_\_\_, known to me to be the Trust Officer,  
and \_\_\_\_\_, known to me to be the Assistant  
Trust Officer, of Bank of America National Trust and Savings  
Association, the association that executed the within instrument,  
known to me to be the persons who executed the within instrument,  
on behalf of the association therein named, and acknowledged to  
me that such association executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the  
County of Los Angeles  
State of California