

				PVE Planning Commission 2-19-13 letter	PVE City Council 3-12-13 letter	
Last Name	First Name	Via Mirada Via Panorama	Beyond Neighborhood			Sent own Letter
Allen	G. Bruce	1		1		
Barnett	Joseph		1			1
Barto	Russell		1			1
Brusavich	Bruce	1		1	1	2
Brusavich	Deborah	1		1	1	2
Butler	Mary		1			1
Cameron	Karen		1		1	
Cameron	William Scott		1		1	
Chang	Dorothy	1		1	1	
Chang	Nien Chih	1		1	1	
Chang	Susan	1				1
Chevalier	Marilyn	1		1	1	
Choate	Mark		1		1	
Choate	Cynthia		1		1	
Cohen	Sydler		1		1	
Dotson	Linda		1	1	1	
Dotson	Arleigh		1	1	1	
Fasoletti	Dario		1		1	
Fay	Richard		1	1	1	
Feldman	Jack		1			1
Fotion	George		1	1		
Gagnon	Joseph		1		1	
Gorsuch	Valerie		1		1	
Gorsuch	Valerie		1		1	
Govenar	Richard		1		1	
Govenar	Karen		1		1	
Guzzino	Maryam	1		1	1	
Guzzino	Kim	1		1	1	1
Haney	Fred		1			1
Haney	Barbara		1			1
Harbison	John	1		1	1	1
Harbison	Renata	1		1	1	1
Harbison	Robert	1		1		
Harmon	Reed		1			1
Hart	David		1			1
Hinchliffe	Anne		1			1
Anonymous	Anonymous		1	1		
Interion	Alfred		1		1	
Interion	Lorna		1		1	
Johnson	Jarret		1		1	
Jones	Karen		1		1	
Jones	Ronald		1		1	
Juell	Jean		1			1
Jung	Inhee	1		1	1	1
Jung	Kyu Sik	1		1	1	1
Kohr	Cheryl		1		1	
Lanigan	Kevin		1		1	
Lanigan	Peggy		1		1	
Leatherbury	Leven		1		1	
Leatherbury	Tina		1		1	
Logan	Robert		1			1
Lovell	Ellen		1			1
Mack	Vickie		1		1	1
Maye	George		1			1
Maye	Diane		1			1
Melton	Linwood	1		1		
Melton	Catherine	1		1		2
Merchant	Jodi		1			1
Miletich	Ljepa	1		1		
Miller	Tom	1		1	1	
Miller	Karen	1		1	1	
Moore	Corey		1		1	
Moore	Susan		1		1	
Morris	Bob		1	1	1	
Nash	Carolyn		1			1
Nash	Savery		1			1
Olsen	Willard	1		1	1	
Petillon	Lee		1	1	1	
Rosenkranz	Georgiana		1		1	
Schott	Ried		1			1
Scribe	Phyllis		1		1	
Shawa	Tania	1		1	1	
Shawa	David	1		1	1	
Smoke	Margaret	1		1	1	
Smoke	Stephen	1		1	1	
Song	Charles		1		1	
Song	Kay		1		1	
Spencer	Annalu		1			1
Stanton	Diane		1			1
Tedesco	Sharon		1		1	
Tsutsui	Peggy		1	1	1	
Tsutsui	Fred		1	1	1	
Uharriet	John	1		1		
Uharriet	June	1		1		
Valliant	Darla		1			1
Wasserman	Gail	1			1	2
Wasserman	Karl	1			1	
Winston	George		1		1	
Winston	Sandra		1		1	
Witte	Terry		1		1	
Witte	James		1		1	
Total letter		28	63	34	60	36
Total Residents		28	63	34	60	32
Grand Total Residents		91				

LETTERS OF CORRESPONDENCE

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13

We the undersigned PVE Residents, wish to express our concerns about Application number: ZC-2M-902-13, which is on the agenda for the 02/19/13 meeting of the PVE Planning Commission.

"The Project: Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1 Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height. Application number: ZC-2/M-902-13"

We the undersigned PVE residents also wish to express our concerns about a transaction by the City of Palos Verdes Estates ("City") and the Palos Verdes Homes Association ("PVHA") approved at the City Council Meeting of 7/24/12 whereby 1.7 acres of parkland ("Parcel A") surrounding 900 Via Panorama was sold for \$500,000 to Mr. Lugliani ("Owner") who has owned 900 Via Panorama since 1975.

Our concerns include the following:

- Parcel A was part of the 800 acres in the original formation of PVE in 1923 designated as public parklands and constrained by certain Covenants, Conditions and Restrictions ("CC&Rs") put in place on 6/26/23 in "The Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges Affecting the Real Property to be Known as Palos Verdes Estates Parcel A and B" and designated to remain in force in perpetuity and binding on all owners including subsequent owners. Those CC&Rs were assumed by the City when the PVHA transferred the parklands to the City in 1938.
- To our knowledge, this sale of parklands is unprecedented -- meaning that neither the City nor PVHA has ever sold parkland to a private entity for non-public use (other than a swap of parkland on Via Castilla with non-parkland at a different location in Lunada Bay to compensate for it -- hence that transaction did not decrease the total amount of parkland acreage and hence is not a precedent.) As such, we believe both the sale of parkland on Via Panorama and the proposed rezoning violate the original CC&Rs in an unprecedented way.
- The sale transaction violates the CC&Rs covering this tract within PVE, and hence should never have been approved. Our understanding is that the City cannot sell public parkland.
- The sale transaction also violates statements on the websites of the City and PVHA about the importance of preserving the open space that is so critical to differentiating PVE as a community (see below), and this violation would be exacerbated if re-zoning of Parcel A was approved.
- The process by which the sale of parkland was approved in July 2012 was inappropriate and (we believe) illegal, since no signs were posted or letters sent out to any residents within 300 feet of the property being sold. None of the neighbors on Via Panorama or Via Mirada were aware of the transaction before, during or after the 07/24/12 City Council Meeting that approved the sale -- until a sign was posted on or about 02/05/13, that the owners of 900 Via Panorama were applying to re-zone the property from OS (Open Space) to R-1 (Single Family Residential) and mailings were sent out to select residences in early February 2013.
- The current process to consider re-zoning also has not been conducted properly, since the owners of 916 Via Panorama (900 Via Mirada) are approximately 198 feet away from the boundary of the property subject to the re-zoning request and did not receive notice in the mail, as required by PVE procedures for all properties within 300 feet. The owners of

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13

917 Via Panorama are also within the designated radius and did not receive notice. (See attached Zillow map with property boundaries and overlay.)

- Information presented to the City Council by staff was misleading in some regards, such as the true origin, nature and status of the encroachments on the west side of 900 Via Panorama. In the staff report 05/01/12, it says “To the west of the property, the Property Owners landscaped and improved a section of City-owned parkland, including placement of a gazebo and other accessory, non-habitable structures. At the City’s direction, Property Owners removed the structures encroaching on the City’s parkland.” This was reinforced by the City Attorney’s comments at the 05/08/12 meeting -- that the encroachments caused by constructing a sports court, retaining walls, steps, gazebo and landscaping were mostly done by the predecessor owner and not the Lugliani. In reality, many of the structures were never removed, and it was the Lugliani and not the predecessors that built them. Several minutes after the City Attorney made her comments, a resident (Joseph Barnett) delivered a detailed description how he was intimately familiar with the property in the early 1970s as a real estate agent. He said that none of those encroachments existed at the time of the Lugliani purchase; he also expressed surprise at the extent of the encroachments and concern about rewarding “a violator of city codes” and the precedent for selling parkland. Yet none of his critical remarks were detailed in the otherwise very accurate and specific minutes of the meeting as reflected in the audio and compared it to what was written in the minutes. Barnett was correct on this point, and in fact on 02/09/13, David Lugliani (son of the owner and a real estate developer) acknowledged to us verbally that his family built these structures.
- The amount paid (\$500,000) is significantly below market for 1.7 acres, and no solicitation (to our knowledge) was made to other parties. Approximately \$400,000 of the proceeds was used by the PVHA to pay legal fees on a lawsuit, and the remaining \$100,000 was used by the City for its general budget. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner in regards to maintaining parkland for public use in its stewardship roles.
- When the Owner (Lugliani) acquired 900 Via Panorama in 1975, the previous owner (Haagen) had built a road on the parkland property – without notice or permits; other non-approved structures, including a trellised rose garden, gates and stairs, had also been built. The new Owner then significantly expanded and extended encroachments on parkland to include grading a large sports field into the hillside, building a 30 foot retaining wall to shore up the now exposed slope due to the graded field, and constructing pergolas and other structures as well as new landscaping; the landscaping includes trees that have grown to over 40 feet tall on the public parkland which now block neighborhood views of the coastline and ocean.
 - The Owner has derived benefit from these illegal encroachments for over 30 years and has left the impression that portions of Parcel A (such as the sports field) were private; these benefits were derived without receiving any permits or paying any taxes for use of this land.
 - We believe such behavior should not be rewarded.
 - When the City became aware of these encroachments in 2004 through their GIS system (the encroachments are clearly visible in Zillow/Google Maps satellite views in the attachment), the City appropriately demanded that the Owner remove all structures. That demolition was begun some time between 2011 and 2012, but halted before removal was completed.

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13

- This transaction clearly violates the charter for PVHA. Here are relevant excerpts from the PVHA website (<http://www.palosverdes.com/homesassociation/history.htm>): "...the 3200 acres were transferred to a trustee, **subject to the terms and provisions of a trust indenture commonly known as "Palos Verdes Trust Indenture"...** **By the terms of the deeds transferring these properties to Palos Verdes Homes Association, the property must be perpetually devoted to public uses; otherwise, title reverts to the trustee....** The Homes Association has independent functions to perform, which no city can legally perform. These functions must be performed by the Homes Association to **protect one of the most valuable assets that the community has.** Palos Verdes Estates is one of the few communities in Southern California, and indeed in the State of California, which has a comprehensive plan of both use and building restrictions. With the growth of the population and industry in Southern California, **it is becoming increasingly important that use and building restrictions be perpetuated.** The Homes Association under the Restrictions themselves, under the Trust Indenture, and under its Articles of Incorporation and By-laws, is given the power and the right to enforce these restrictions....The deeds from the trustee to each original purchaser refer specifically to the restrictions, the organization of the Homes Association and the Art Jury **bind the purchaser to comply with the restrictions. The restrictions and the original deeds are recorded, and being matters of record, each subsequent purchaser is also bound by the restrictions."**
- This transaction also violates what the City of PVE says on its own website. From the City of Palos Verdes website at <http://www.pvestates.org/index.aspx?page=38>: "Deed restrictions were imposed on the land in 1923, when the Bank of America, as trustee for Vanderlip's Palos Verdes Project, drafted a trust indenture and outlined provisions for development.... Over the years, the City's governance has been guided by the vision of the original founders with an emphasis on **preserving, protecting and enhancing the quality of life and natural assets that make Palos Verdes Estates unique."**
- The undersigned residents would like answers to the following questions:
 - City Council minutes from 7/24/12 state that the transaction "prohibits [Parcel A] from ever being merged with the adjacent residential property." Why then is the City considering re-zoning it to residential?
 - Why was a resident allowed to purchase parkland, when that is explicitly forbidden in the original legal documents that formed PVE?
 - Why is the illegal activity of building on public lands in a manner that is explicitly disallowed being forgiven and rewarded decades after the fact?
 - Why were no residents within 300 feet notified of the proceedings involving the sale of parkland property in July 2012? Not giving appropriate notice makes this look like a cover-up.
 - Why were some residents within the same 300 feet not notified of the Planning Commission meeting on 02/19/13?
 - After the Owner acquired Parcel A in 2012, are they now paying taxes? If so, what is the assessed value of the newly acquired property? And since they have been using it for over 30 years for their personal use, are they going to pay any back taxes on the assessed value?
 - The Memorandum of Understanding ("MOU") is filled with inaccuracies and inconsistencies. For instance, it states that "Area A [The Via Panorama Parcel A] is approximately 75,930 sq ft and roughly equivalent in size and value to Lots C & D." The MOU sites the square feet of Lot C & D as 19,984 sq ft and 17,978 sq ft respectively for a total of 37,962 sq ft. Obviously 75,930 sq ft is not "roughly"

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13

equivalent – it is almost twice the size. Further, the whole argument of a trade for open space is spurious, since both properties were designated open space before the transaction. As for value, if the values are equivalent, how does the \$500,000 price paid by the Owner reflect fair market value when the value of lots C & D is \$1.5M or more?

- How did the City/PVHA determine the appropriate value for the sale? And how does the donation to the Palos Verdes Unified School District of \$1,500,000 figure into the value of the acquired parkland? The donation to PVUSD was directly connected in the MOU to the sale of Parcel A; the donation was contingent on the sale of Parcel A.
- Why did the City/PVHA not resolve the situation by granting permits for the retaining walls since that was deemed to be for the public good, while retaining ownership on the property by the City? We've been told that without the retaining walls, portions of 900 Via Panorama property might collapse onto the houses below. However, the instability of the house was created by the Owner's illegal construction of the sport field which cut into the natural hillside and created the need for the 30-foot retaining wall. Further, there are no houses at risk below the property.
- Now that the City/PVHA has made this illegal transfer, what is their response when anyone else in PVE decides to build on adjacent parkland and/or asks to buy the property? Is the City/PVHA prepared for lawsuits from residents demanding similar rights to parkland they wish to purchase?
- City Council minutes 7/24/12 state that "they are not precluding, nor permitting any improvements" including accessory structures. Why did the City Council not preclude any modifications that encroach on open space? Is that not a matter of CC&Rs in the deed and not a matter of interpretation by the Planning Commission?
- The CC&Rs established in 1923 require that parkland be maintained for public use and benefit. How is selling it to a private individual compatible with that requirement?
- In the City Council minutes 7/24/12, City Attorney Hogin says "it is to remain as open space in perpetuity" but then that "accessory structures" that would be allowed. Attorney Hogin said the definition of accessory structures includes "gazebo, sports court, retaining wall, landscaping, barbecues or any other accessory structure as defined in 18.32.010B of the PVEMC if approved." Then she went on to say "accessory structures are not allowed in open space; an application for rezoning of Area 1 would be required". So does this mean that City Attorney Hogin was aware that the owners intended to re-zone and hence circumvent the open space requirement that the City Council was told would be in effect "in perpetuity"?
- In the City Council minutes 7/24/12, "MPT Goodhart confirmed with Attorney Hogin that Areas 1 and 3 of this property are currently, and would remain, zoned as open space." So why is a re-zoning being considered?
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution. Hence, we find it ironic that in the same transaction, the City and PVHA chose to ignore the principles it had just vigorously defended and reward the family making a charitable contribution by selling parkland to them. Why?

As for the re-zoning application, we believe the request to rezone from OS (Open Space) to R1 (Single Family Residential) should be denied since that would allow usage inconsistent with both

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13

the CC&Rs in force, as well as the “open space” easements on the property that are controlled by the City. Any kind of structure (including a fence or wall) would be in conflict with the feeling of open space and the views of the neighbors who look out at the “Queen’s Necklace” coastline view through Parcel A and the adjacent parkland.

If the rational for the re-zoning to R-1 is to allow the old and new lots to be considered a single parcel, that is explicitly forbidden under the express conditions of the recorded quit claim deed, which state “The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited.” The express conditions also states, “Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space.”

Signature:	Address:
Name:	Date:

Signature:	Address:
Name:	Date:





Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

- **Opposition To Rezoning Application ZC-2/M-902-13.**
- **Expression of grave and serious concerns to the transaction May 2012 whereby 1.7 acres of Palos Verdes Estates public parkland was conveyed to The Via Panorama Trust u/a May 2, 2012 (representing the Luglianis as “the Owner” of 900 Via Panorama) for \$500,000 as part of an integrated series of transactions by the City of Palos Verdes Estates (PVE) and the Palos Verdes Homes Association (PVHA) as memorialized in a “Memorandum Of Understanding” (MOU) approved by the City Council 07/24/12.**



As PVE Residents we formally express our very grave and serious concerns about Application Number: Agenda Item ZC-2M-902-13 of the 03/12/13 meeting of the PVE City Council. This application requests a Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1 Single Family Residential and includes a Miscellaneous Application for walls exceeding the maximum allowable height. We believe this is demonstrably illegal and will explain that opinion in the following discussion.

We also wish to express not only our opposition to the above referenced rezoning application but also our very grave and serious concerns about the earlier transaction which was approved unanimously by the Palos Verdes Unified School District (PVPUSD), by the PVHA, and by the PVE City Council at their meeting on 7/24/12 whereby 1.7 acres of parkland (“Parcel A”) surrounding 900 Via Panorama was sold for \$500,000 to the Owner of said property.

Let us be very specific. By law “Protective Restrictions” or “Covenants” “Run with the Land” and therefore semantically speaking any and all “Deed Restrictions” are clearly “Covenants running with the land.” Such “Deed Restrictions” are perpetual and everlasting under law unless (1) the document cites a specific duration or expiration date or (2) they are released by the party who placed the restriction(s).

The “**Protective Restrictions Palos Verdes Estates**” and both of these options (1) and (2) above are explicitly addressed in the two “**Protective Restrictions Palos Verdes Estates**” booklets.

- The Bank of America Deed of Trust Indenture, including Declarations, recorded October 18, 1924;
- In the Bank of America Quit Claim transferring all city Parkland properties to the PVHA recorded June 21, 1940;

Letter to the Palos Verdes Estates City Council – March 4, 2013
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Concerning Rezoning Application ZC-2/M-902-13

- And in the Palos Verdes Estates City Council Resolution, accepting title to all city Parkland properties on June 12, 1940.

The latter two documents above referenced are attached for those of you who have not seen these two specific documents in the past. Please note all the **“Restrictions, Conditions, Covenants, Liens, and Charges”** are explicit in all three of these documents and include sections pursuant to both **“Duration of the Restrictions”** and the process for **“Modification of Restrictions”**.

Each and every document states clearly that all “Restrictions, et al” are binding not only to the original Grantor but all Grantees.

Now let us address the PVE City Council minutes from 1939/1940 starting with page 334 from that minutes book. During five City Council meetings (11/01/1939, 11/08/1939, 12/20/1939, 01/24/1940 and 02/27/1940) there were discussion and motions as to **how to properly convey or deed the parkland properties to the City of PVE with the “Protective Restrictions.”**

We then refer you to the minutes of June 14, 1940 (as attached): specifically the formal Quit Claim of the Parklands, golf course, etc, made by Bank of America to the PVHA and the PVE City Council Resolution of June 12, 1940. Starting with page 334 of the minutes book, the first three pages are the beginning of the Bank of America Quit Claim deed. Pages numbered three, four and five are the first pages of the Quit Claim and describe what was being quit claimed; pages six and part of seven is the PVE City Council Resolution 12 authorizing the City of PVE to accept title which passed June 12, 1940; pages seven, eight, nine, ten, and part of eleven are the grant to the PVHA to the City of PVE of that certain real property (**parklands, golf course, etc.**); pages eleven and twelve are the definition and statement, ***“This conveyance is made and accepted by the City of PVE and said realty is hereby granted subject to each of the following provisions, restrictions, and covenants, to-wit...”***

On pages eleven and twelve it states *“Each and every provision, condition, restriction, lien, charge, easement, and covenant contained in the **Declaration of Establishment of Basic Protective Restrictions** executed by... is 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.**”*

THUS FUTURE FIDUCIARY RESPONSIBILITY IS CLEARLY ESTABLISHED

For further understanding, we reference the **“Protective Restrictions Palos Verdes Estates”** booklets which state **very clearly** in **Declaration 14 Page 14 Section 8 “Duration of Restrictions”** that *“all of the restrictions, conditions, covenants, reservations, liens, charges set forth in this Declaration of Restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Section 9 hereof, until January 1, 1960, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive*

Letter to the Palos Verdes Estates City Council – March 4, 2013
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Concerning Rezoning Application ZC-2/M-902-13

periods of twenty years each without limitation unless within the six months prior to the expiration of any successive twenty-year period thereafter a written agreement (is) executed by the then record owners of more than one-half in area of said property”

Also provided in **Declaration 14 Page 15 Section 9 “Modification of Restrictions”** describes the process for change of **“Restrictions, Conditions, Covenant, Liens and Charges”**. It is explicit that no changes or modifications shall be made without the written consent duly executed and recorded of not less than two-thirds (in area) of all lands held in private ownership within 300 feet in any direction of the property for which a change or modification is being sought.

It seems rather conclusive that PVE Parkland cannot be sold, conveyed, or transferred to a private owner without such actions as defined in either of the above two paragraphs and that any such requested change or modification needs to be approved by such process.

NEITHER OF THESE ABOVE NECESSARY ACTIONS WAS TAKEN

As these actions were not taken we must consider **“Protective Restrictions Palos Verdes Estates” Declaration 14, Page 15a, Section 12 “Reversion of Title”**.

For clarity, Section 12 **“Reversion of Title”** states: *“Each and all of said restrictions, conditions, covenants, reservations, liens, and charges is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Bank of America.”*

It further reads **“A breach of any of the “Restrictions, Conditions, and Covenant hereby established shall cause the real property upon which breach occurs to revert to Bank of America, or its successors in interest, as owners of the reversionary rights herein provided for....”**

Parcel A was part of the 800 acres in the original formation of PVE in 1923 designated as public parklands and constrained by certain “Protective Restrictions” explained above and were specifically and unilaterally designated to remain in force in perpetuity and binding on all future Grantees and property owners. Those “Protective Restrictions” were assumed by PVHA and subsequently by the City in 1939/40, and to our knowledge, have not been modified.

Therefore, since the 2012 conversion of PVE Parkland to private ownership did not adhere to the process by which restrictions could be changed or modified, it is **a specific breach** of the “Protective Restrictions Palos Verdes Estates” as provided for in Declaration 14, Page 15a, Section 12. Hence, we believe **the process of “Reversion of Title” should be triggered**.

We are also concerned that the Parkland conveyance, which we have now clarified as to why we believe was and is illegal, also includes a complex movement of monies in a “simultaneous” transaction, which could open the participating private and public entities to scrutiny by the IRS and California tax authorities for collusion to avoid taxes.

Letter to the Palos Verdes Estates City Council – March 4, 2013
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Concerning Rezoning Application ZC-2/M-902-13

Further it is possible that the Attorney General of California might see a need to investigate PVE and PVHA. **We certainly do not want to invite negative publicity (such as has happened to other cities in our state).**

Let us now address Application ZC-2/M-902-13 for Rezoning.

We strongly urge the City Council to deny the rezoning application not only per the details provided above, but also for the following reasons:

- The Planning Commission carefully considered the request for rezoning along with written and oral testimony, including statements signed by about 35 residents. There were 10 speakers strongly opposed to the rezoning **with no private property owners speaking positively for the rezoning**. There was a packed “standing room only” attendance at the 2/19/13 meeting with the audience composed of residents who own property throughout our City, not limited to the immediate 900 Via Panorama neighborhood. The same is true of the residents who signed the statements. Having considered the public comments and having asked many probing and excellent questions, the Planning Commissioners **unanimously recommended against rezoning**. It would seem there would be no compelling rationale of any sort for overriding that recommendation and giving approval.
- It is not an exaggeration to say that there is a rising rage in the community and it is time to sit back and contemplate how to best (for the moment anyway) mitigate that rage.
- There is no good faith, justifiable, or legal basis of any nature, to rezone from OS to R-1 and we suggest it would be a breach of the public trust and fiduciary duties to do so.
- Thankfully rezoning is not discussed or promised in the Memorandum of Understanding (MOU). It obviously could not be promised in the deed and was not mentioned in the 5/1/12 and 7/18/12 staff reports prepared for City Council Meetings. If it had been important to the MOU transaction, it would have been specified in the MOU since it is the legal document reflecting the intent of all the parties.
- At their 2/19/13 hearing, the PVE Assistant City Attorney Robert Smith and PVE Director of Planning and Public Works Allan Rigg told the Planning Commissioners **that it would not be a breach of the MOU if rezoning were denied**. Mr. Smith and Director Rigg explained that **rezoning is not the only process to grant permits**, and that there was a separate conditional use process under Open Space zoning to issue permits for the structures in Area 3 to be reviewed and approved. The MOU and Deed contemplate only obtaining permits for retaining walls and accessory structures -- not rezoning from open space. Again any such approval would only complicate an already potential “Reversion of Title” situation.
- Some have suggested that promises may have been made behind closed doors that have not been brought to light. We do not believe that and hope that all members of the Council agree. Specifically it would be a fraudulent situation if any such promises of rezoning were made (and not disclosed) before an application was submitted and a

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Concerning Rezoning Application ZC-2/M-902-13

public hearing held. We suggest that the Council be certain that such was not the case. We must protect the City.

- The CC&Rs, MOU and string of deed documents since 1924 all require that the property be maintained as open space -- i.e., OS zoning. The recorded Quit Claim Deed under item 2. states: *"Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space."* But this statement becomes muddled when it is followed by *"It is the intent of the parties, subject to compliance with the requirements for such development of accessory structures of the City and Grantor, that Grantee may construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbeque, and/or any other uninhabitable "accessory structure," as defined by Palos Verdes Estates Municipal Code (PPVEMC") 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."*
- The recorded quit claim deed also states: *"The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited."* The Deed expressly forbids merging this open space property with the owner's current property, so why should it be rezoned to R-1?
- The City Council minutes 7/24/12 state *"MPT Goodhart confirmed with City Attorney Hogin that Areas 1 and 3 of this property are currently, and would remain, zoned as open space."* [Note that in the 7/24/12 Staff Report, "Area 2" refers to the sports field area that in the current rezoning application has been confusedly renamed "Area 3"] So why is a rezoning being considered?
- Rezoning to R-1 would be a huge economic windfall to the Owner. The appraisal on the property (which supported the \$500,000 transaction price) assumed open space zoning and restrictions on building any habitable structures or any structure that would violate the open space. As R-1, it opens the door for development and a valuation that is already mentioned by realtors as over \$2M, based on prices recently paid for smaller and even steeper lots along Via Del Monte with comparably outstanding views. Further, It would be a breach of the City Council's fiduciary duty to grant such a windfall to the owner less than 6 months after the Council unanimously approved the \$500,000 price in the MOU – particularly when the property is facing a possible "Reversion of Title." Clearly rezoning would increase the value and such a situation could trigger a number of investigations. Would that be a desirable outcome for the City?
- At the 2/19/13 hearing, Planning Commissioner Chairman James Vandever asked Mr. Smith, Assistant City Attorney, directly whether under R-1 zoning the open space easement would permit any structures on any part of the property other than Area 3. Mr. Smith answered that the Deed Restrictions would allow no structures beyond Area 3. Mr. Vandever then asked for clarification whether this included fences, walls or hedges in the portion of the property visible from the road? Mr. Smith again answered that they would not be allowed because fences, walls or hedges are all structures impeding upon open space. Let us try not to smile, as these Restrictions (referred to by

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

Mr. Smith) are the same Restrictions already violated in their entirety. Therefore why should anyone have any confidence on adherence to the same Restrictions in the future?

- There is another worrisome area in Mr. Smith's memorandum to the Planning Commission in which he states *"The City generally has a general policy to prohibit structures in City-owned parkland...there have been limited unique circumstances in the past where the City has granted an exception to this policy based on the specific circumstances of the application..."* What are the unique circumstances that have caused exceptions to be granted in the past? Do any of those unique circumstances apply here? If so, what are they? And if not, what is the justification for rezoning this property? Would anyone with deep pockets be able to accomplish a similar acquisition and rezoning of parkland in the future? Would granting the rezoning to R-1 here set a precedent?
- The Property Owners have previously, without ownership or permit, constructed their own private "playground" on this public property. By the 2012 transaction and now rezoning they are trying to convert public land into a personally owned "playground."
- The owner's son (David Lugliani) told us on 02/09/13, that it is his family's intention to build a 6-foot fence on their property line to limit their liability. A fence on the property line would significantly encroach on the feeling of open space. In terms of limiting liability, having enjoyed the benefits of the existing encroachments without concern for liability for many years, what is different now? If liability is an issue – why not limit access only to Area 3, which is where the large retaining wall exists and future limited construction is allowed in the Deed and MOU, without affecting the feeling of open space, which is required under the Deed?
- The large pillars (crowned with lion statues) that surround the gates to the illegal driveway constructed on parkland were illegally built by the Luglianis prior to their acquisition of this parkland last year. Further, these pillars were constructed on City set back since they are directly on the street – and hence are not compliant with code. Are they going to be removed? If so, will construction of new pillars (set back the appropriate distance) be allowed given the prohibition of structures on the open space outside Area 3?
- The MOU and deed prohibit the combination of the newly acquire Parcel A with the Owner's existing parcels. However, will the open space acreage on Parcel A be allowed to be included in the calculation of allowable density of structures on the original 900 Via Panorama group of parcels? If so, why was this not disclosed?
- The staff report submitted to the Planning Commission cites the "Permit Streamlining Act", and specifically that *"the Legislature's intent [is] that the statute expedite the process of zoning the property to avoid unnecessary costs and delays to the school district."* Why is that being cited, since rezoning was not discussed in the MOU, and hence regardless of the outcome of this application, no terms of the MOU are being neglected (and hence there is no implication to the PVPUSD)?

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

- If you decide to rezone, we weaken the CC&Rs that govern all of us, and we implicitly say we trust that the PVE and PVHA have processes in place to protect our parkland and the character of our piece of paradise. How can we trust that when both institutions have ignored their stewardship role in this deal crafted behind closed doors?

Ideally we urge the City Council to reverse the transaction and return the entire property to open space. In the absence of that action, the City Council must fulfill its obligation to the public by exercising its rights under the open space easement by not allowing any structures, including fences, walls or hedges, on any part of the part of the property not included in Area 3 on Exhibit “B” and which is visible from the street and the nearby houses. If there is an approval to rezone to R-1 the “Protective Restrictions” that protect our parkland, the character of our beautiful City will be forever compromised. Any such approval of additional structures at this time would further blemish the process and subject the City to even further derision and distrust.

There is no justifiable rationale for re-zoning to R-1

Let us now address the notification process.

We believe the notification process for this rezoning was faulty and inconsistent with the need for transparency.

For example notifications of the Planning Commission hearing on 2/19/13 were sent to some **but not all** of the neighbors within 300 feet of the parkland, since the measurements were based on the distance from 900 Via Panorama rather than the property to be rezoned. Specifically, the owners of 916 Via Panorama (900 Via Mirada) are approximately 198 feet away from the boundary of the parkland but did not receive notice in the mail. There are others also within the designated radius who did not receive notice. See attached Zillow map with property boundaries and overlay.

On 2/20/13, in a telephone conversation the day after the Planning Commission hearing, Director Rigg told Renata Harbison that there is no requirement for mailing notifications of a City Council Meeting to consider rezoning requests; however in this case, the City would strive to be as transparent as possible by notifying everyone within **500** feet of 900 Via Panorama the date of the City Council meeting. Three days later on 2/23/13, Renata Harbison noticed a new sign posted, (with no notifications sent) that the matter would be on the agenda of the 2/26/12 meeting. You can imagine the consternation that caused – only three days for responses! Around 6:00 pm on 2/23/13, Director Rigg was kind enough to stop by the Harbison’s home and explain that the sign was posted in error, and that the City Council meeting would be on 3/12/13. We don’t know why this happened and will not suggest any personal prejudice was involved, but we believe a review of process may be in order.

In addition, not only was the rezoning notification process faulty, the process by which the sale of parkland to private ownership was also faulty.

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

The fact that in April/May of 2012, no signs were posted or letters sent out to any residents within 300 feet of the property being sold was in violation of the “Protective Restrictions”. Since none of the neighbors on Via Panorama or Via Mirada were aware of the transaction before, during, or after the 7/24/12 City Council Meeting that approved the sale until a sign was posted on or about 2/05/13 is significant since it violates one of the processes that should have been followed. (See **Declaration 14 Page 15 Section 9 “Modification of Restrictions”**.)

Further Comments

To our knowledge and based on the reviews of competent advisors this sale of parklands is not only unprecedented it truly violates the “Protective Restrictions” in an extraordinarily way of confusion and intrigue.

The sale transaction also violates statements on the websites of the City and PVHA about the importance of preserving the open space that is so critical to differentiating PVE as a community.

It is also apparent that the City Council received some very bad advice; information presented to the City Council by staff was misleading in some regards, such as the true origin, nature and status of the encroachments on the west side of 900 Via Panorama. While such is insignificant to the main issue it still raises questions about either intent or competence.

For instance, at the 5/08/12 City Council meeting, City Attorney Hogin explained that the encroachments caused by constructing a sports court, retaining walls, steps, gazebo and landscaping were mostly done by the predecessor owner and not the Lugliani. You may remember that after the City Attorney made her comments, a resident and former mayor (Joseph Barnett) delivered a detailed description how he was intimately familiar with the property in the early 1970s as the listing agent. He said that **none of those encroachments existed at the time of the Lugliani purchase**. He apparently expressed surprise at the extent of the encroachments and concern about rewarding “*a violator of city codes*” by selling them parkland, which he also noted **“COULD NOT BE DONE”**.

Surprisingly none of his remarks were detailed in the otherwise very accurate and specific minutes of the meeting as reflected in the audio and compared to what was written in the minutes.

We note Joe Barnett was correct on this point, and in fact on 02/09/13, David Lugliani (son of the owner and a real estate developer) acknowledged to Renata Harbison, John Harbison and Ann Hinchliffe verbally that his family built several structures attributed to the previous owners, including the retaining wall after they had cut into the hillside to create the sports field. Unfortunately the misleading information was perpetuated by the City Attorney’s comments in the 7/24/12 City Council meeting and in the staff report for that Meeting.

Finally, the staff report prepared by Mr. Smith for the Planning Commission meeting on 2/19/13 continued to perpetuate this myth “*On the graded pad, the previous owners landscaped and improved a section of the parkland and built installed walls.*” Where does the City Attorney’s office get these facts? Is there an attempt to perpetuate misinformation that paints the

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

transgressions of the Owners of 900 Via Panorama in a more favorable light, even when the City Attorney was present in the 5/08/12 Council meeting where Joe Barnett corrected her?

When the Luglianis acquired 900 Via Panorama in 1975, the previous owner (Alex Haagen) had built a road on the parkland property – without notice or permits as well as other non-approved structures, including a trellised rose garden, gates and stairs. The Luglianis significantly expanded and extended encroachments on parkland which included grading a large sports field into the hillside, building a 20 (+) foot retaining wall on the now exposed slope due to the graded field, and also constructing pergolas and other structures as well as installing new landscaping. This landscaping includes trees that have grown to over 40 feet tall on the public parkland blocking neighborhood views of the coastline and ocean. This is just unimaginable in a City proud of its attention to “Protective Restrictions” and to protecting Parkland.

The Luglianis have derived benefit from these illegal encroachments for over 30 years and left the impression that this parkland was private property. These uses of land and attendant benefits were derived without applying for or receiving any permits or paying any taxes for use of this land. Another potential scrutiny for the IRS and the California tax authorities.

We believe such behavior should not be rewarded!

When the City became aware of these encroachments in 2004 through their GIS system, the City immediately and appropriately demanded that the Owner remove all structures. That demolition was begun at an undetermined time between 2011 and 2012, but halted before removal was completed as it is now apparent that a transaction was in the works, albeit illegal and in total violation of the “Protective Restrictions”. The encroachments are clearly visible on Zillow (since property lines are visible) as well as Google maps.

The amount paid (\$500,000) for Parcel A was and is significantly below market for 1.7 acres, with no solicitation to our knowledge made to other parties. These other parties might have pointed out that they could not legally buy such Parkland and hence we would not be in the dilemma we are in today.

We understand approximately \$400,000 of these proceeds was used by the PVHA to pay legal fees on a lawsuit with the PVPUSD, and the remaining \$100,000 was allocated to the City for its general budget. As such, the City and PVHA both benefitted from the transaction, but where is the benefit to the “owners of private property in the City of PVE.

In conclusion this transaction clearly violates the charter for PVHA.

Here are relevant excerpts from the PVHA website:

<http://www.palosverdes.com/homesassociation/history.htm>:

"...the 3200 acres were transferred to a trustee, subject to the terms and provisions of a trust indenture commonly known as 'Palos Verdes Trust Indenture'... By the terms of the deeds

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

*transferring these properties to Palos Verdes Homes Association, **the property must be perpetually devoted to public uses; otherwise, title reverts to the trustee....***

The Homes Association has independent functions to perform, which no city can legally perform. These functions must be performed by the Homes Association to protect one of the most valuable assets that the community has. Palos Verdes Estates is one of the few communities in Southern California, and indeed in the State of California, which has a comprehensive plan of both use and building restrictions. With the growth of the population and industry in Southern California, it is becoming increasingly important that use and building restrictions be perpetuated.

The Homes Association under the Restrictions themselves, under the Trust Indenture, and under its Articles of Incorporation and By-laws, is given the power and the right to enforce these restrictions....The deeds from the trustee to each original purchaser refer specifically to the restrictions, the organization of the Homes Association and the Art Jury bind the purchaser to comply with the restrictions. The restrictions and the original deeds are recorded, and being matters of record, each subsequent purchaser is also bound by the restrictions.” Considering the foregoing and the other documents and details referenced in this review of documents how could the PVHA sell the 1.7 acres to a private buyer? **There is no legal justification of any kind for such a sale.**

This transaction also violates what the City of PVE says on its website.

[http://www.pvestates.org/index.aspx?page=38:](http://www.pvestates.org/index.aspx?page=38)

*“Deed restrictions were imposed on the land in 1923, when the Bank of America, as trustee for Vanderlip's Palos Verdes Project, drafted a trust indenture and outlined provisions for development.... Over the years, the City's governance has been guided by the vision of the original founders with an emphasis on **preserving, protecting and enhancing the quality of life and natural assets that make Palos Verdes Estates unique.**”*

The undersigned residents would like to also present the following concerns:

Why was a private property owner even considered to purchase parkland when that is explicitly forbidden in the “Protective Restrictions” in all of the deeds pertinent to the management of Parklands, etc. without following Section 8 or Section 9 as we earlier described?

Why should the prohibited illegal activity of building on public lands in a manner that is explicitly disallowed being forgiven and rewarded decades after the fact?

A review should be made of why no residents within 300 feet of the subject parkland were notified of the proceedings involving the sale of the property in May or July 2012?

A review should be made of why some residents within the same 300 feet were not notified of the Planning Commission meeting on 2/19/13?

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13

The price paid for the 1.7 acres of parkland at \$500,000 does not seem credible in spite of the appraisal value of \$450,000. Values quoted to us by developers who had become aware of this transaction in recent weeks, said they were shocked at the price, and said they would have paid between two and three million for it. If rezoning for some reason were approved, it would definitely be worth significantly more than the price paid.

It appears that only the IRS can determine if the large donation to the Palos Verdes Unified School District figures into the value of the acquired parkland. Since the MOU made it clear that the donation was contingent on the successful acquisition of the parkland property adjacent to 900 Via Panorama, and because the value is most certainly much higher than \$500,000, it is reasonable to expect that the IRS would interpret the \$1.5 M donation as part of the value given to receive title to the parkland property. In such a case it would seem that the “donation” would not be allowed as a tax-deductible “donation”?

The Memorandum of Understanding (“MOU”) seems to be filled with inaccuracies and inconsistencies. For instance, it states that “Area A [The Via Panorama Parcel A] is approximately 75,930 sq ft and roughly equivalent in size and value to Lots C & D.” The MOU sites the square feet of Lot C & D as 19,984 sq ft and 17,978 sq ft respectively for a total of 37,962 sq ft. **Obviously 75,930 sq ft is not “roughly” equivalent – it is almost twice the size. Quite an error!** Further, the whole argument of a trade for Open Space is spurious, since Lot C & D were designated open space before the transaction.

If for some unexpected reason this transaction stands, what will be the official response when others in PVE decide to build on adjacent parkland and/or ask to buy the parkland property? We are worried the City/PVHA may be seeing future lawsuits from residents demanding similar rights to parkland they wish to purchase.

City Council minutes 7/24/12 state that *“they are not precluding, nor permitting any improvements”* including accessory structures. Why did the City Council not preclude any modifications that encroach on open space? The “Protective Restrictions” that were established in 1924 and that flow thorough to present Grantees require that parkland be maintained for public use and benefit. We suggest that selling to a private individual is not compatible with that fiduciary responsibility?

In the City Council minutes 7/24/12, City Attorney Hogin said *“it is to remain as open space in perpetuity”* but then contradicts that statement with *“accessory structures”* would be allowed. She then said the definition of accessory structures includes *“gazebo, sports court, retaining wall, landscaping, barbecues or any other accessory structure as defined in 18.32.010B of the PVEMC if approved.”* Not allowed in the “Protective Restrictions” even if counsel says “It is allowed”? The City Attorney went on to say *“accessory structures are not allowed in open space; an application for rezoning of Area 1 would be required”*. **WHAT?**

Such statements could give an appearance of encouraging rezoning to R-1 and hence to circumvent the open space requirement that the City Council was told would be “in perpetuity”?

**Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13**

This transaction violates the finding of the Court in 2012 that PVPUSD could not sell property designated as Open Space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle was definitely violated in the Resolution approving the MOU. Why the sudden reversal by the PVHA?

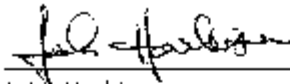
SUMMARY

For the many and numerous justifiable reasons discussed in this document the request to rezone from OS to R-1 (Single Family Residential) must be denied at least at this time until the questions as to the legality of the transaction in its entirety are decided.

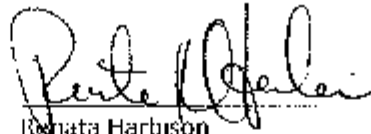
Beyond those very serious questions it would allow usage inconsistent with both the Protective Restrictions as well as the "open space" easements on the property that are controlled by the City. Any kind of structure would be in conflict with the normal parameters of open space and affect the views of the neighbors who look out at the "Queen's Necklace" coastline view through this parkland.

It seems that a family that made considerable illegal encroachments on Parkland has been given the Parkland in exchange for a charitable contribution to the PVPUSD and a smaller amount to the PVHA. That is a prohibited sale of Parkland property that belongs to all property owners in PVE. We predict this will haunt this City for a long time if there is not a "Reversion of Title"!

Respectfully Submitted,

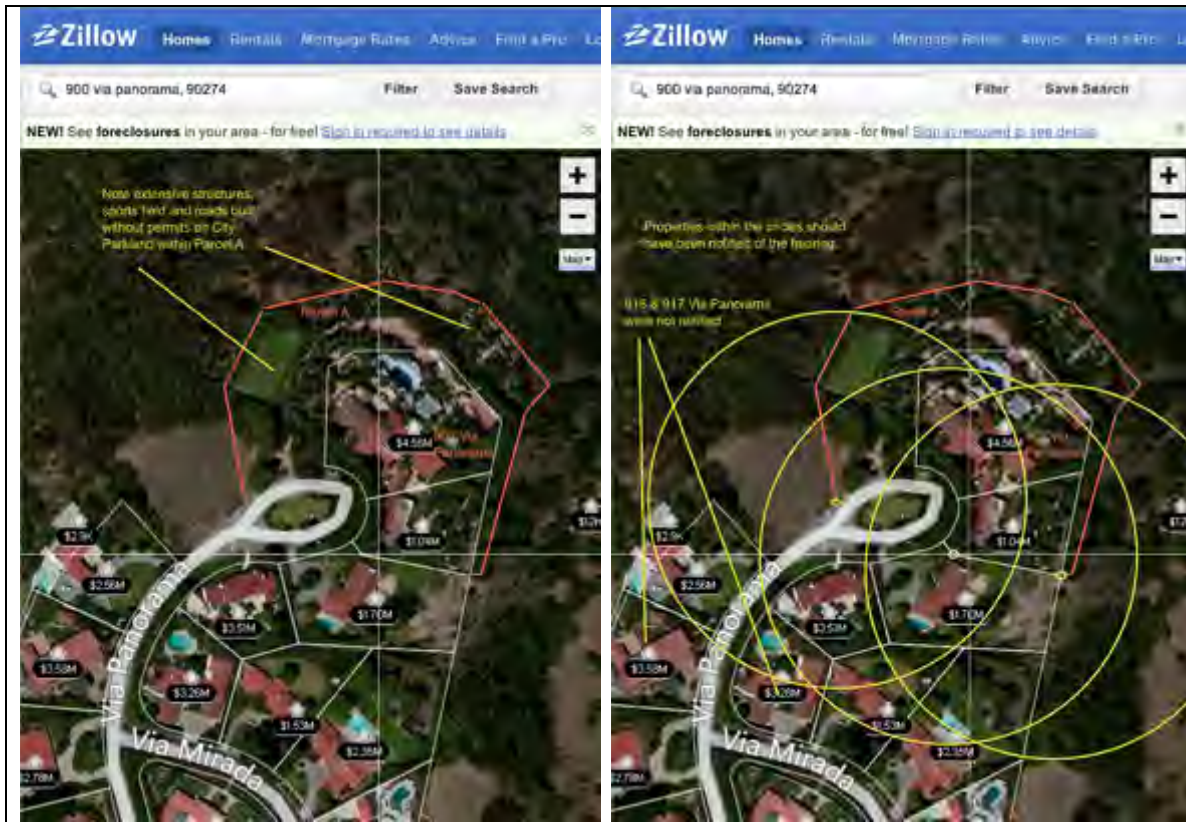


John Harbison
916 Via Panorama
March 4, 2013



Renata Harbison
916 Via Panorama
March 4, 2013

Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13



Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13



Letter to the Palos Verdes Estates City Council – March 4, 2013
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
Concerning Rezoning Application ZC-2/M-902-13



BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, hereinafter for brevity called "bank", in consideration of the sum of \$10.00 to it in hand paid, receipt of which is hereby acknowledged, does hereby quit claim without warranty to PALOS VERDES HOMES ASSOCIATION, A California corporation, hereinafter for brevity called "grantee", all of its right, title and interest, including easements, rights of way, reversionary interests and interests of every nature in and to all that certain real property in the County of Los Angeles, State of California, described as follows:

Item 1. That portion of Lot B of Tract 4400, as per map recorded in Book 72, Pages 95 and 96 of Maps, records of said Los Angeles County, described as follows:

Commencing at the Easterly terminus of that certain course in the Southerly boundary of Tract 6882 as per map recorded in Book 76, Pages 20 and 21, of Maps, records of said Los Angeles County, having a length of 311.48 feet and a bearing of North 89° 43' 20" West, as shown on said map of Tract 6882, 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 6885, as per map recorded in Book 78, Pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; thence along the said Southerly boundary of Tract 6882, South 89°43'20" East 106.20 feet to the beginning of a curve concave to the North and having a radius of 7796.53 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 243.74 feet to the beginning of a curve concave to the South and having a radius of 1774.50 feet; thence along said curve 235.30 feet to the beginning of a curve concave to the South and having a radius of 4942.5 feet; thence along said curve 31.56 feet to the end thereof; thence due South 32.28 feet thence South 38° 18' 32" East 64.55 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 151, Pages 48 to 50 inclusive of Maps, records of said Los Angeles County, due South 222.46 feet and South 13° 54' West 100 feet to the most Westerly corner of Lot A of said Tract 10320; thence along the Southerly line of said Lot A and along the Southwesterly and 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 Northeasterly 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 Easterly boundary of said Tract 6885, to the point of beginning, enclosing an area of 213.44 acres more or less.

Item 2. Lots J.V. and Y of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; and the triangular portion of Lot 1 in Block 1712, of said tract, lying Northeast of a line drawn from the Northwesterly corner thereof to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeasterly corner thereof, comprising an area of 0.078 acre, more or less.

Item 3. Lots A and B of Tract 10320, as per map recorded in Book 151, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County.

Item 4. 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 of said Tract; thence along the Southerly line of said Lot 2 North 89° 48' 27" East 257.45 feet to the most westerly corner of Lot 1, in said Block; thence along the Westerly line of said Lot 1, South 22° 27' 40" East 65.04 feet; thence North 78° 08' 54" West 248.44 feet; thence South 87° 10' 06" West 69.87 feet; thence North 57° 16' 17" East 38.04 feet, more or less, to a point in the Westerly line of said Lot 2, distant thereon North 08° 43' East 9 feet from the most Westerly corner thereof; thence South 08° 43' West 9 feet to the point of beginning, enclosing an area of 0.189 acre, more or less.

It being the intent of bank to quitclaim all interests of every nature whatsoever to grantee in the above described property including any interest reserved to bank by reason of that certain trust indenture recorded July 5, 1923 in Book 2556, Page 61 of Official Records, in the office of the County Recorder of the County of Los Angeles, and any and all amendments thereto.

It is expressly understood and agreed that this quitclaim is made and executed by bank herein solely as trustee under that certain trust indenture hereinbefore referred to and that bank herein shall not in any manner nor to any extent whatsoever become personally responsible or liable for any damages, losses or expenses arising or sustained in connection with this quitclaim and further this transfer and quitclaim is made and accepted subject to all state and county taxes now a lien and now due and/or delinquent and without warranty on the part of bank herein of any kind or character, either express or implied.

In Witness Whereof, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, has this 14th day of June, 1940, caused this instrument to be executed and its name and seal to be hereunto affixed by its Trust Officer and Assistant Trust Officer thereunto duly authorized.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

By R. A. Wright, Trust Officer
By Grant J. Hoge, Assistant Trust Officer.

Consent to the execution of the foregoing deed is hereby given.
Dated June 14, 1940.

Oscar L. Willett, Trustor, Palos Verdes Project.

State of California, County of Los Angeles)ss.

On this 14th day of June, 1940, before me, M. Cupp, a Notary Public in and for said County and State, personally appeared R. A. Wright known to me to be the Trust Officer, and Grant J. Hoge, 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.

(SEAL)

M. Cupp, Notary Public

in and for said County and State.

#1545, Copy of original recorded at request of Grantee, Jun 21, 1940, 3:23 P.M.

Copyist #14. Compared. Mame B. Beatty, County Recorder, by (signature)

T. M. Miller (153) Deputy.

\$2.10-16-P.

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RESOLUTION #12

Bl 176.15
Pg. 163
6-14-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AUTHORIZING THE CITY TO ACCEPT TITLE TO THE PARK PROPERTIES AND TO ACCEPT TITLE TO THOSE CERTAIN LOTS DESCRIPTION TO WHICH IS ATTACHED AND HEREWITH 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 Palos Verdes Estates do ordain as follows:-

Section 1 That the City Council of the City of Palos 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 Palos Verdes
Estates, California

Attest:

Seymour F. Bergstrom
City Clerk of the City of
Palos Verdes Estates, Calif.

State of California County of Los Angeles City of Palos Verdes Estates) ss

I, Seymour F. Bergstrom, City Clerk of the City of Palos 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: Ayes: Councilmen Reeder, Smith, Sadler and Mayor Roessler. Noes: None Absent: Councilman Bray.

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

(SEAL)

Seymour F. Bergstrom
City Clerk of the City of
Palos Verdes Estates, California.

(1)

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 J, V and Y of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, and that portion of Lot B of Tract 4400, 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 6882, as per map recorded in Book 76, pages 20 and 21 of Maps, records of said Los Angeles County, having a length of 311.48 feet and a bearing of North 89° 43' 20" West, as shown on said map of Tract 6882; 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 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; thence along the said Southerly boundary of Tract 6882, South $89^{\circ} 43' 20''$ East 106.20 feet to the beginning of a curve concave to the North and having a radius of 7796.53 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 243.74 feet to the beginning of a curve concave to the South and having a radius of 1774.50 feet; thence along said curve 235.30 feet to the beginning of a curve concave to the South and having a radius of 4942.5 feet; thence along said curve 31.56 feet to the end thereof; thence due South 32.28 feet; thence South $38^{\circ} 18' 32''$ East 64.55 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 151, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County, due South 222.46 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 Northeasterly 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 Easterly boundary of said Tract 6885, to the point of beginning, enclosing an area of 213.44 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 $58^{\circ} 25' 00''$ 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 350 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 100.15 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 1140 feet; thence Easterly along said last-mentioned curve 325.89 feet; thence North $83^{\circ} 32' 24''$ East 126.12 feet to the Southerly boundary of Tract 6882, as per map recorded in Book 76, 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 6883, 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 4793.50 feet, a radial line of said curve to said beginning thereof bearing North $07^{\circ} 19' 41''$ West; 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 150.29 feet to the beginning of a curve concave to the South and having a radius of 2550 feet, a radial line of said curve to said beginning thereof bearing North $05^{\circ} 32' 53''$ East; thence Easterly along said last-mentioned curve 371.71 feet; thence South $76^{\circ} 06' 00''$ East 42.47 feet to the Southerly terminus of the above described course having a bearing due North and a length of 222.46 feet; thence South $13^{\circ} 54' 00''$ West along the Westerly boundary of said Tract 6883, 80 feet; thence North $76^{\circ} 06' 00''$ West 42.47 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 2470 feet; thence Westerly along said last-mentioned curve 658.86 feet; thence South $88^{\circ} 37' 00''$ West

77.80 feet to the beginning of a curve concave to the North and having a radius of 7945.53 feet, a radial line of said last-mentioned curve to said beginning thereof bearing South 08°51'57" East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South 83°32'24" West 559.06 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 940 feet; thence Westerly along said last-mentioned curve 338.21 feet; thence South 71°07'38" 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°55'30" West in the Northwesterly boundary of said Lot J of Tract 6885, as shown on said map of said tract; thence South 62° 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 1.41 acres, more or less, within the boundaries of said Lot J, and 2.19 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 bearings is "East", being the bearing of the Southerly line of said Lot B, extending 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 85° 38' 27" East 3888.87 feet to the true point of beginning of this description; thence North 26° 20' 50" West 48 feet; thence North 47° 39' 25" East 31.21 feet; thence North 63° 39' 10" East 16 feet; thence South 26° 20' 50" East 56.60 feet; thence South 63° 39' 10" West 46 feet, more 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 86° 31' 38" East 3942.44 feet to the true point of beginning of this description; thence North 26° 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' 56" West 65.76 feet, more or less, to the point of beginning, enclosing an area of 0.067 acre, more or less.

(3) That portion of said Lot B of Tract 4400 which is included within a circle having a radius of 85.60 feet, the center point of said circle bearing North 86° 48' 14" East 1965.79 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 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, lying Northeast of a line drawn from the Northwestern corner thereto to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeasterly corner thereof, comprising an area of 0.078 acre, more or less.

Item 3. Lots A and B of Tract 10320, as per map recorded in Book 151, pages 48 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 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. 5 of Establishment of Local 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 6 to said Declaration No. 5, executed by said Bank of America and recorded in Book 4019, page 274 and in Book 5583, page 28, respectively, of said Official Records; and in Amendment No. 80 to said Declaration No. 5, executed by Palos Verdes Estates, Inc. and recorded in Book 16565, page 183 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, 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 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 of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood; except that said realty may be used for the operation of a golf course and club house, with the usual appurtenances thereof; 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 that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty to provide access to Lot A of Tract 9822, as per map recorded in Book 139, pages 45 to 47 inclusive, of Maps, records of said Los Angeles County (over which lot further rights-of-way continue to Via Campesina), from properties of the Palos 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 6885 and along the Northerly line of said Lot 1 in Block 1712 of said tract, as per deeds dated January 28, 1925 and February 6, 1925 from Grantor herein to said Edison Co.; and also in the neighborhood of the Northeasterly corner of said Lot 1 in Block 1712, 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 6885, 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 Palos 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.

(e) That the buildings and appurtenances of the Palos Verdes Country Club located on said realty, with or without the golf course appurtenant thereto, 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 members 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 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.

(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) ss: On this 14 day of June 1940,
before me, Lillian Throne, a Notary Public in and for said County, personally
appeared ~~Hirte-Br-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 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 Throne Notary Public
in and for the County of Los Angeles,
State of California. My Commission
Expires December 1, 1940.

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13



The Project: Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1 Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height. Application number: ZC-2/M-902-13

We the undersigned PVE residents wish to express our opposition to the rezoning application and our concerns about a transaction by the City of Palos Verdes Estates ("City") and the Palos Verdes Homes Association ("PVHA") approved at the City Council Meeting of 7/24/12 whereby 1.7 acres of parkland ("Parcel A") surrounding 900 Via Panorama was sold for \$500,000 to Mr. Lugliani ("Owner") who has owned 900 Via Panorama since 1975. This is on the agenda for the 03/12/13 meeting of the PVE City Council.

We share the concerns raised by John and Renata Harbison in their detailed 3/4/13 letter ("Detailed Statement by Harbisons about the 900 Via Panorama Rezoning Application") to the PVE City Council. **Specifically, we strongly urge the PVE City Council to deny the rezoning application for the following reasons:**

- The Planning Commission carefully considered the request for rezoning along with written and oral testimony, and unanimously recommended against rezoning.
- There is no good faith, justifiable, legal basis to rezone from OS to R-1 and it would be a breach of the public trust and your fiduciary duties as City Councilmembers if you do so.
- Rezoning is not discussed or promised in the Memorandum of Understanding (MOU), and it was not promised in the deed, the City Council staff reports, or minutes from the City Council Meetings. If it had been important to the MOU transaction, it should have been specified in the MOU since it is the legal document reflecting the intent of all the parties
- The CC&Rs, MOU and Deed all require that the property be maintained as open space -- i.e., OS zoning
- Rezoning to R-1 would be a huge economic windfall to the owner.
- Since rezoning would further violate the Grant restrictions, MOU and Deed, wouldn't such a decision trigger reversion of ownership of the property back to the Homes Association under those deed restrictions?
- In the City Council minutes 7/24/12, *"MPT Goodhart confirmed with City Attorney Hugin that Areas 1 and 3 of this property are currently, and would remain, zoned as open space."* So why is a rezoning being considered now?
- We are concerned that anyone with deep pockets be able to accomplish a similar acquisition and rezoning of parkland in the future -- granting the rezoning to R-1 here is a dangerous precedent

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
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- If the reason for rezoning was to allow the parcels to be combined, that is specifically prohibited in the Deed under Line item 4: *"This Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited."*
- If you decide to rezone, we weaken the CC&Rs that govern all of us, and we implicitly say we trust that PVE and PVHA have processes in place to protect our parkland and the character of our piece of paradise. How can we trust that when both institutions have ignored their stewardship role in this deal crafted behind closed doors?

In addition, the notification process for this transaction and rezoning has been flawed:

- No notifications sent for the sale of parkland in 2012
- Notifications of the Planning Commission hearing on 2/19/13 were sent to some but not all of the neighbors within 300 feet.

In summary, we believe the request to rezone from OS (Open Space) to R-1 (Single Family Residential) should be denied since that would allow usage inconsistent with both the CC&Rs in force, as well as the "open space" easements on the property that are controlled by the City. Any kind of structure (including a fence or wall) would be in conflict with the feeling of open space and the views of the neighbors who look out at the "Queen's Necklace" coastline view through Parcel A and the adjacent parkland.

If the rationale for the re-zoning to R-1 is to allow the old and new lots to be considered a single parcel, that is explicitly forbidden under the express conditions of the recorded quit claim deed, which state *"The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited."* The express conditions also states, *"Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space."*

* * * * *

Beyond the above specifics on the rezoning request, we have significant concerns about the sale of public parkland to a private owner last year as part of the MOU. Unfortunately, we were not able to voice those concerns last year because of a flawed notification process whereby no one in the neighborhood of Via Panorama and Via Mirada (other than the owners of 900 Via Panorama) were aware it was even being contemplated. Our concerns include the following:

- This sale of parklands is unprecedented
- The sale transaction violates the CC&Rs covering this tract within PVE, and hence should never have been approved. Our understanding is that the City cannot sell public parkland without going through a complex and very public process.
- The sale transaction also violates statements on the websites of the City and PVHA about the importance of preserving the open space that is so critical to differentiating PVE as a community, and this violation would be exacerbated if rezoning of Parcel A was approved.
- The process by which the sale of parkland was approved in July 2012 was inappropriate and (we believe) illegal, since no signs were posted or letters sent out to any residents within 300 feet of the property being sold.
- Information presented to the City Council by staff was misleading in some regards

**Statement by PVE Residents about the 900 Via Panorama Application 2C-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; those benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owner. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

Finally, the complex moves made to eventually effect what we believe was an illegal transaction i.e., transfer of deed restricted Parklands to a private individual far below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

Signature: <i>Kevin J. Langan</i>	Address: <i>2404 Via Arroyo, PVE 92276</i>
Name: <i>KEVIN J. LANGAN</i>	Date: <i>3/6/13</i>

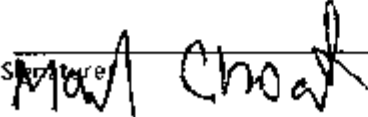
Signature: <i>Peggy A. Langan</i>	Address: <i>2404 Via Arroyo, PVE 92276</i>
Name: <i>PEGGY A. LANGAN</i>	Date: <i>3/6/13</i>

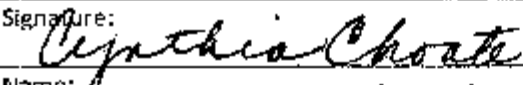
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to harbisonjohn@gmail.com or citycouncil@puestones.org, drop off at the Harbison's house at 915 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
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Finally, the complex moves made to eventually effect what we believe was an illegal transaction i.e., transfer of deed restricted Parklands to a private Individual far below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

Signature: 	Address: 2453 VIA SONOMA
Name: MARK CHOATE	Date: 3/7/13

Signature: 	Address: 2453 Via Sonoma
Name: CYNTHIA J. CHOATE	Date: MARCH 7, 2013

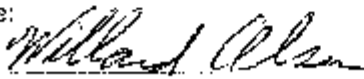
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Statement by PVE Residents about the 900 Via Panorama Application 2C-2/M-902-13**Submission for PVE City Council Meeting 3-12-13**

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Signature: 	Address: <u>916 VIA MIRADA, PVE</u>
Name: <u>WILLARD OLSEN</u>	Date: <u>MARCH 7, 2013</u>

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

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Signature: <i>Vicki Mack</i>	Address: <i>2509 VIA PANAMA, PVE, CA 90274</i>
Name: <i>VICKI MACK</i>	Date: <i>3-7-13</i>

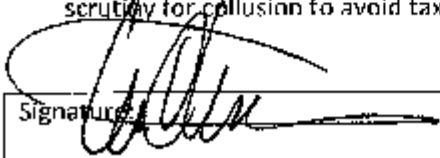
Signature:	Address:
Name:	Date:

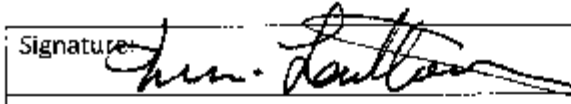
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Signature: 	Address: 2729 PAROS VERDES DR WEST
Name: JOHN HARBISON	Date: 3/6/13

Signature: 	Address: 2729 PAROS VERDES DR WEST
Name: TINA HARBISON	Date: 3/6/13

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to harbisonjohn@gmail.com or citycouncil@pvestates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

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Signature: <u>Cheryl Kohn</u>	Address: <u>568 Via Almar, PVE</u>
Name: <u>Cheryl Kohn</u>	Date: <u>3-7-13</u>

Signature: _____	Address: _____
Name: _____	Date: _____

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Signature: <i>Sharon Tedesco</i>	Address: <i>1821 Via Coronel Pk</i>
Name: <i>SHARON TEDESCO</i>	Date: <i>March 6, 2013</i>

Signature: <i>Greg M. Winston</i>	Address: <i>2325 Via Acalante Pk</i>
Name: <i>GREGORY M. WINSTON</i>	Date: <i>3/7/13</i>

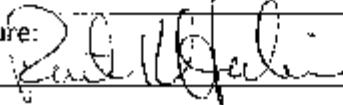
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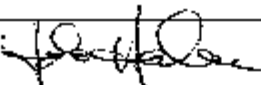
Sandra Winston 2325 VIA Acalante Pk
SANDRA WINSTON 3/7/13

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

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Signature: 	Address: 916 Via Panorama
Name: RENATA K. HARBISON	Date: 3/7/2013

Signature: 	Address: 916 VIA PANORAMA
Name: JOHN R. HARBISON	Date: 3/7/2013

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to john@johnharbison.com or citycouncil@pvstates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

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Signature: <i>Dorothy Chang</i>	Address: <i>932 Via Panorama</i>
Name: <i>DOROTHY CHANG</i>	Date: <i>3/5/13</i>

Signature: <i>Nien-chih Chang</i>	Address: <i>932 Via Panorama</i>
Name: <i>NIEN-CHIH CHANG</i>	Date: <i>3/5/13</i>

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to harbisonjohn@gmail.com or citycouncil@pvestates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

38 of 67

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
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Signature: <i>W. T. HANCOCK</i>	Address: <i>1328 Granite Ct. #100, PVE</i>
Name: <i>W. T. HANCOCK</i>	Date: <i>3/5/12</i>

Signature:	Address:
Name:	Date:

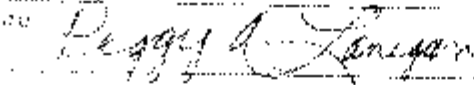
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Signature	Address:
	2904 VIA PANORAMA, PVE 90276
Name: KEVIN J. LANKRAN	Date: 3/6/13

Signature	Address:
	2904 VIA PANORAMA, PVE 90276
Name: PEGGY L. LANKRAN	Date: 3/6/13

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harrison at (310) 341-3381, by email to johnharrisonjohn@gmail.com or citycouncil@pvestates.org, or drop off at the Harrison's house at 516 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

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Signature: <i>Karen K. Govenar</i>	Address: <i>3633 Via Palomino, PVE</i>
Name: <i>Karen K. Govenar</i>	Date: <i>3/6/13</i>

Signature: <i>Richard K. Govenar</i>	Address: <i>3633 Via Palomino, PVE</i>
Name: <i>Richard K. Govenar</i>	Date: <i>3/6/13</i>

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Signature: <i>Karen K Miller</i>	Address: <i>924 Via Panorama</i>
Name: <i>Karen K Miller</i>	Date: <i>March 7, 2013</i>

Signature: <i>Thomas Miller</i>	Address: _____
Name: _____	Date: _____

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Signature: <i>Gail C. Wasserman</i>	Address: <i>904 Via Mirada PVE</i>
Name: <i>Gail C. Wasserman</i>	Date: <i>3/06/13</i>

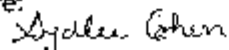
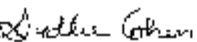
Signature: <i>Karlman Wasserman</i>	Address: <i>904 Via Mirada PVE</i>
Name: <i>Karlman Wasserman</i>	Date: <i>3/06/13</i>

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Signature: 	Address: 27116 Paseo del Mar Palo Verde Estates, CA 90274
Name: 	Date: March 6, 2013

Signature:	Address:
Name:	Date:

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John Harbison <>
 To: "Ms. Renata Harbison" <>
 Fwd: Parkland

John Harbison

1 Attachment, 1.1 MB

Sent from my iPad

Begin forwarded message:

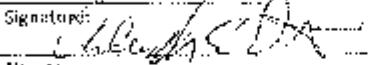
From: Arleigh E. Dawson
 Date: March 1, 2013, 5:24:24 PM EST
 To:
 Subject: Parkland

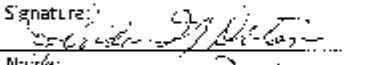
John & Renata
 We hope to be able to attend the City Council Meeting
 tonight.
 Linda & Gene Dawson

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- This transaction violates the finding of the Court in 2011 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

Finally, the complex moves made to eventually effect what we believe was an illegal transaction i.e., transfer of deed restricted Parklands to a private individual far below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

Signature: 	Address: 972 Via Panorama
Name: Arleigh E. Dawson	Date: 3/6/13

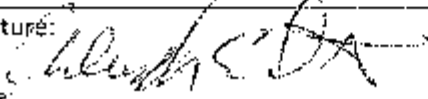
Signature: 	Address: 972 Via Panorama PVE
Name: Linda W. Dawson	Date: 3/6/13

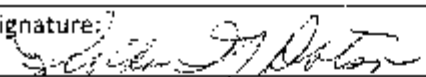
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3181, by email to john@pvaia.com or gene@pvaia.com, drop off at the Harbison's house at 516 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Council members in advance of the meeting on March 12th.

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

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Signature: 	Address: 972 Via Rincon
Name: Arlene E. Dotson	Date: 3/6/2013

Signature: 	Address: 972 Via Rincon PVE
Name: Linda W. Dotson	Date: 3/6/13

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to jharbisonjohn@gmail.com or citycouncil@pve.net, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

John Harbison <[redacted]>
cc: Renata Harbison <[redacted]>
Fwd: eFax message from "unknown" - 1 page(s), Caller-ID: 310-378-0950

March 11, 2013 12:07 PM PST

2 Attachments (2 KB)

03-07-2013 11:05 FAX 00001

Statement by FIVE residents about the 900 Via Panoroma Application 2012/KA-012-1-4

the CC&RS in force, as well as the "open space" easements on the property that are controlled by the City. Any kind of structure (including a fence or wall) would be in conflict with the feeling of open space and the views of the neighbors who look out at the "Queen's Necklace" coastline view through Parcel A and the adjacent parkland.

If the rationale for the rezoning to R-1 is to allow the old and new lots to be considered a single parcel, that is explicitly prohibited under the express conditions of the recorded subdivision deed, which state "The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited." The express conditions also states, "Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space."

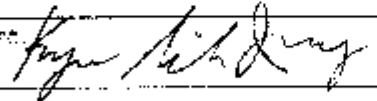
Signature: <i>Kyu Sik Jung</i>	Address: 920 Via Mirada
Name: Kyu Sik Jung	Date: March 7, 2013

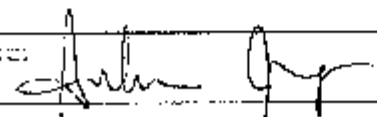
Signature: <i>John Chung</i>	Address: 920 Via Mirada
Name: John Chung	Date: 3/7/2013

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-12

the CC&Rs in force, as well as the "open space" easements on the property that are controlled by the City. Any kind of structure (including a fence or wall) would be in conflict with the feeling of open space and the views of the neighbors who look out at the "Queen's Necklace" coastline view through Parcel A and the adjacent parkland.

If the rationale for the re-zoning to R-1 is to allow the old and new lots to be considered a single parcel, that is explicitly forbidden under the express conditions of the recorded quit claim deed, which state "The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited." The express conditions also states, "Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space."

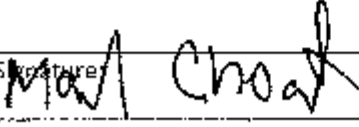
Signature: 	Address: 920 Via Mirada
Name: Kyu Sik Jung	Date: March 7, 2013

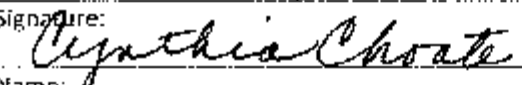
Signature: 	Address: 920 Via Mirada
Name: Inhee Jung	Date: 3/7/2013

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M 902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

Finally, the complex moves made to eventually effect what we believe was an illegal transaction i.e., transfer of deed restricted Parklands to a private individual far below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

Signature: 	Address: 2453 VIA SONOMA
Name: MARK CHOATE	Date: 3/7/13

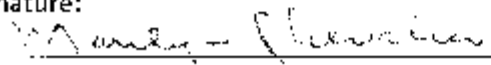
Signature: 	Address: 2453 Via Sonoma
Name: CYNTHIA J. Choate	Date: MARCH 7, 2013

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to [redacted]@[redacted] or citycouncil@pristates.org, drop off at the Harbison's house at 516 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

Finally, the complex moves made to eventually effect what we believe was an illegal transaction i.e., transfer of deed restricted Parklands to a private individual far below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

Signature: 	Address: 938 2120 Panorama
Name: Mary Ann Harbison	Date: March 7, 2013

Signature:	Address:
Name:	Date:

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to john@citycouncil@pwestates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

58 of 67

John Harbison <@>
 To: Renata Harbison @
 Fwd: eFax message from "3103758605" - 1 page(s), Caller-ID: 310-378-2157

March 7, 2013 12:57 PM

1 Attachment, 27 Kb

Mar. 07, 2013 01:21 PM Witte

3103758605

PAGE. 1/ 1

**Statement by PVE Residents about the 900 Via Panorama Application 20-2/M-902-13
 Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no negotiation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship rules.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 1/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MDL. Why?

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Signature: <i>Terry G. Witte</i>	Address: <i>1504 Via Lopez</i>
Name: <i>Terry G. Witte</i>	Date: <i>3/6/13</i>

Signature: <i>James Witte</i>	Address: <i>1504 Via Lopez</i>
Name: <i>James Witte</i>	Date: <i>3/7/13</i>


Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-1381, by email to harbisonjohn@gmail.com or citycouncil@pvestates.org, drop off at the Harbison's house at 815 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

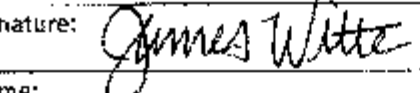
59 of 67

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

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Signature: 	Address: 1504 Via Lopez
Name: Terry G. Witte	Date: 3/7/13

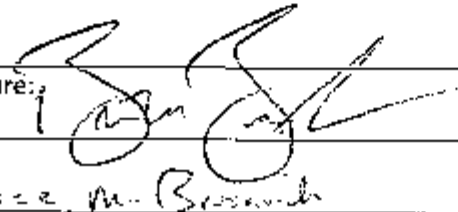
Signature: 	Address: 1504 Via Lopez
Name: James Witte	Date: 3/7/13

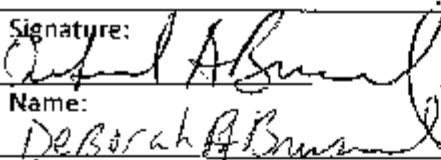
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to: citycouncil@pvstates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

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Signature: 	Address: 912 Via Miranda PVE
Name: Bruce M. Brown	Date: 3-6-13


Signature: 	Address: 912 Via Miranda PVE
Name: Deborah Brown	Date: 3-6-13

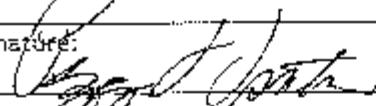
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to _____@_____ or citycouncil@pvestates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVF City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

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Signature: 	Address: 1008 Via MIRABEL
Name: FRED T. Tsutsui	Date: PVE, CA 90274 3-7-13

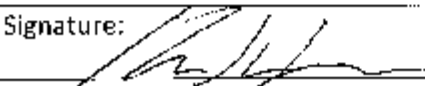
Signature: 	Address: 1008 Via Mirabel
Name: Peggy T. Tsutsui	Date: PVE, CA 90274 3-7-13

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to jharbison@cityofpve.org, or citycouncil@vestates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

Finally, the complex moves made to eventually effect what we believe was an illegal transaction i.e., transfer of deed restricted Parklands to a private individual far below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

Signature: 	Address: 901 Via MIRADA
Name: Kim Guzzino	Date: 3-7-2013

Signature: Maryam Guzzino	Address: 901 Via MIRADA
Name: Maryam Guzzino	Date: 3-7-2013

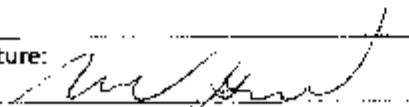
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to jharbison@pvestates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

65 of 67

**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- The Owner has derived benefit from these illegal encroachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Parcel A is significantly below market for 1.7 acres, with no solicitation (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to maintaining parkland for public use in its stewardship roles.
- This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit, and settlement of the appeals process with PVPUSD was part of the Resolution that was approved on 7/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

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Signature: 	Address: 900 VIA PANORAMA
Name: VALERIE GORSUCH	Date: 3/7/13

Signature:	Address:
Name:	Date:

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to john@johnharbison.com or jharbison@pvecity.org, drop off at the Harbison's house at 915 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12th.

John Harbison <[redacted]> Wed Mar 6, 2013 4:55 PM
Fwd: Comments

Thanks, John. Your comment is now posted to the website. Hope you can come to the City Council Meeting on March 12th, and please tell your friends. The way we stop this is through a large turnout on March 12th.

We'll add you to our email distribution list.

All the best,
John

Begin forwarded message:

From: [redacted]
Subject: Comments
Date: March 6, 2013 4:26:47 PM PST
To:
[redacted]
[redacted]
[redacted]
Comment: As a resident of Palos Verdes Estates I was disappointed to learn of the circumstances of the proposed amendment. It seems common sense that any change in land use, zoning, or any other aspect of the community should be developed and come openly, in good faith and should only be made that as to the benefit of the entire community and not individual landowner. When I read the article in the PV News, my first response was for meeting to be held.

Revised on: 1 Feb. 2014

John Harbison <harbisonjohn@gmail.com>
Fri Mar 9 12:12 AM
Fwd: Comments

March 9, 2012 12:12 PM

Thanks, Mary. Your comment is now posted to the website. Hope you can come to the City Council Meeting on March 12th, and please tell your friends. The way we stop this is through a large turnout on March 12th.

We'll add you to our email distribution list.

All the best,
John

Begin forwarded message:

From: John Harbison
Subject: Comments
Date: March 8, 2012 7:58:19 PM EST
To:

John Harbison - Mary
John Harbison - Bruce
Email Address:

1. I'm against more commercial here! This transaction is unprecedented. I am totally against rezoning this parkland from UO to R-1. This parkland is supposed to be open space forever! That's why many of us purchase homes in beautiful Palos Heights. Our Location must vote NO!!
2. Re rezoning to R-1? NO!!

John Harbison <[REDACTED]>
Cc: Cindy Choate <[REDACTED]>
Cc: Renata Harbison <[REDACTED]>
Re: Statement by PYE Residents about the 900 Via Panorama Rezone Application


Cindy,

Thanks for your support. I hope you can come tot he Council meeting on 3/12 -- a strong turnout give us the best odds of defeating this.

John
On Mar 7, 2013, at 11:41 AM, Cindy Choate <[REDACTED]> wrote:

[Attached to this email you will find the requested document (signed by my husband and
[me, Mark and Cindy Choate, 2453 Via Sonoma residents)
[expressing our opposition to the rezoning application for 900 Via Panorama.

[Thank you,
[
[Cindy Choate

[
[

2/10/13

#7.

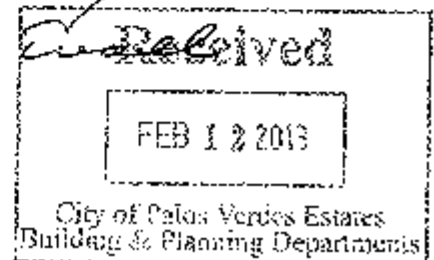
Wan, Catherine Melton, 912 Via
Panorama, and Elerie across
from the Park Land. My husband,
Linwood Melton, is unable to
attend the meeting due to fighting
an aggressive cancer. He will come
if able.

I am here to protest the zoning
change.

We were given no notice about a
meeting to transfer Park Land to
the Lughlanis due to a Donation.
We were told notices were not
sent out but we did receive
this notice. Why not one for
the above?

The Lughlanis were not only given
the Park Land that they encroached
on but given additional land
that extended into the Park Land.
Why! This is a reward for
encroachment and we are being
punished. The Lughlanis were
given Precious Park Land.

If the zoning is changed we were
told they intend to build a wall
around the property. Why should
we have to look at a
instead of Park Land.



Now that the City started to clear
the land of trees, hedgerows etc etc
why did they stop and not
take down the monster trees
that the Luglionis planted and
never trimmed?

The Luglionis have borrowed
the Park Land for over 20 years
so now it should be returned
to its natural state.

Please have the Park Land
cleared and give us the
additional view that was
deprived for the 10 years living here.
I do not believe the Luglionis
deserve the amazing change
after all the years of
environment. Perhaps they should
be made to remove the trees.

I do not believe any residents
of Paloo Verde Estates, who
live near Park Land, would
like this happening to them.

Please restore our view.

Please take this into
consideration.

Catherine R. Metton

February 13, 2013

To: City of Palos Verdes Estates

RE: THE PROJECT: Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space R-1 Single Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height Application number ZC-2/M902-13

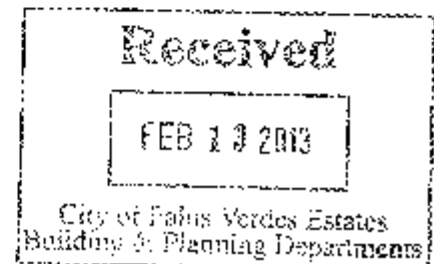
We received a Notice of Public Hearing on Thursday, January 31. **It is the first time we ever heard of any efforts made to change the zoning or change ownership of this Parkland.** The Parkland has always been valued by the neighborhood. **We have lived on Via Mirada over 45 years and have never received any information that this would change.**

When we went to view the plans at City Hall, we were told that the residents of 900 Via Panorama were already using the additional land around their property, thereby extending it, and this change would just make it legal. However, we see by the "red flag" markings and the plans, that the project goes even further onto the Parklands, beyond that which were already being used.

If one resident uses the Parkland and landscapes it into their own property, does that mean that it can eventually become their own? To allow this take over or purchase by one resident is going down a "slippery slope" and **setting a precedent** for other property owners that might have similar situations. The Parklands on Via Panorama have always been enjoyed by the neighborhood. Our sons and other neighborhood kids use to hike in this Parkland and go down to Malaga Cove. It was wide open spaces. Why should it become part of 900 Via Panorama? Was this property already sold to them or given to them in return for a donation to the city? The exchange of this property from city to private ownership appears to be in violation of the *Palos Verdes Trust Indenture*.

Concerns regarding the nature of this exchange are reinforced by an article in the Daily Breeze on May 14, 2012, which comments on a donation made by the residents of 900 Via Panorama to the city of Palos Verdes Estates with the contingency of a personal land deal. Is this appropriate to have a donation tied to a contingency involving the material repayment through property? **Why weren't other residents notified that such a deal was in process? Were other options available to keep this area as Parklands as it had been until now?**

The **previous owner** of 900 Via Panorama once built a small property between 900 Via Panorama and 908 Via Panorama. They were ordered to take it down. It was removed. This may be on the city records between late 1960s and early 1970s. **It appears that during that time, they did enforce the laws of the city.**



Now with the request for rezoning from "Open Space R-1 Single Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height," it seems obvious that the next move will be to build another residence on this acquired Parklands. This will happen, either this year, next year or soon after. **Why else is the issue of rezoning on the agenda at the meeting of February 19?**

We would like to see this property remain as Parklands for all the people of Palos Verdes Estates to enjoy as it was originally intended.

Sincerely,

Gail C. Wasserman
Karlman Wasserman

Gail C. Wasserman

Karlman Wasserman

904 Via Mirada

Palos Verdes Estates, CA 90274

Statement about the 900 Via Panorama Application ZC-2/M-902-13

The undersigned PVE Residents, wish to express our concerns about Application number: ZC-2M-902-13, which is on the agenda for the 02/19/13 meeting of the PVE Planning Commission.

This involves "The Project: Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space (OS) to Single Family Residential and Miscellaneous (R-1) Application for walls exceeding the maximum allowable height. Application number: ZC-2/M-902-13"

o With regards to the transaction involving the sale of former City property adjacent to 900 Via Panorama in 2012, the Memorandum of Understanding ("MOU") states that "Area A , i.e. the Via Panorama Parcel A, is approximately 75,930 sq ft and roughly equivalent in size and value to Lots C & D." However, the MOU sites the square feet of Lot C & D as 19,984 sq ft and 17,978 sq ft respectively for a total of 37,962 sq ft. Obviously 75,930 sq ft is not "roughly" equivalent – it is almost twice the size. Therefore, approximately twice the space is being removed from Parklands and from OS zoning, or more specifically 37,968 square feet, than is being replaced.

o Hence, considering that the City has restrictions that limit its reduction of Open Space and Parkland areas, the minimum amount of land that would need to be added without reducing the amount of Parkland and Open Space zoning would appear to be an additional 37, 968 square feet of land. This assumes that there would be a fair "trade" involving the above mentioned C & D parcels for Parcel A.

o However, considering that Parcels C & D had been considered to already be open space parcels, any "trade" argument could be spurious. The actual amount of additional land that would need to be added as Open Space from another zoning classification within PVE would therefore be the size of Parcel A. i.e. 75,930 square feet..

o Unless the appropriate amount of land replaces the Open Space zoning that is being taken, it is therefore believed improper to change the zoning as requested in the application noted above.

o If the rational for the re-zoning to R-1 is to allow the old and new lots to be considered a single parcel, that is explicitly forbidden under the express conditions of the recorded quit claim deed, which state "The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited." The express conditions also states, "Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space."

o Changing the zoning from Open Space to R-1 would allow usage inconsistent with both the CC&Rs in force, as well as the "open space" easements on the property that are controlled by the City. Any kind of structure (including a fence or wall) would be in conflict with the feeling of open space and the coastline views of the neighbors view through Parcel A and the adjacent parkland.

o The current process to consider re-zoning also has apparently not been conducted properly, since the owners of 916 Via Panorama (900 Via Mirada) are approximately 198 feet away from the boundary of the property subject to the re-zoning request and did not receive notice in the mail, as required by PVE procedures for all properties within 300 feet. The owners of 917 Via Panorama are also within the designated radius and did not receive notice.

o In the City Council minutes 7/24/12, "MPT Goodhart reportedly confirmed with Attorney Hugin that Areas 1 and 3 of this property are currently, and would remain, zoned as open space." Therefore, it appears the City Council had no intention of changing the zoning from OS (Open Space) to R1 (Single Family Residential) and it is unclear why the Planning Commission would want to oppose those intentions.

o An increasing number of residents are desiring to restrict access to Parklands and Open Spaces by closing trails or preventing access by improved or new trails. Further, some adjoining owners of Parklands and also Paths (20 foot R/W between lots, which sometimes provide access to Parklands) believe they should be able to prevent resident access on these public properties. Some of these owners encroach upon both Paths and Parklands and are presently successful in preventing access to residents. There is concern that the approval of this application would set a dangerous precedent for such property owners adjacent to Opens Space property, allowing them to attain personal gain at the expense of other residents. This would be contrary to our deed covenants and the purpose for which the Open Space and Parklands were created.

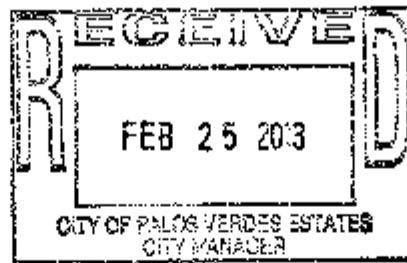
Based upon the above considerations, it is believed that the above noted application should be denied.

Name: L. Ried Schott	Address: 1632 Via Lazo
	Date: 2-14-13

Name:	Address:
	Date:

Name:	Address:
	Date:

CITY COUNCIL
P.V.E. CA



2-24-13

SIRS -

IT HAS COME TO MY ATTENTION THAT OUR CITY IS CONSIDERING SELLING PARKLAND FOR RESIDENTIAL USE, PLEASE DON'T LET THIS HAPPEN

WE HAVE LIVED IN THE CITY FOR ALMOST 47 YEARS AND DURING THAT TIME THE SCHOOL DISTRICT HAS TWICE TRIED TO APPROPRIATE UNUSED SCHOOL LAND TO SELL. UNDER THE DEED OF GIFT THOSE SCHOOL SITES WERE TO REVERT TO PARKLAND IF THEY WERE NOT USED FOR SCHOOL USE.

I SERVED ON A SECOND FIRE HOUSE SELECTION COMMITTEE IN WHICH SOME PARKLAND SITES WERE PROPOSED + CONSIDERED. SOME OF US WERE ADAMANT IN REJECTING PARKLAND SITES. THE CITY COUNCIL OF THAT TIME WAS TOTALLY IN AGREEMENT THAT PARKLAND SHOULD NOT BE USED FOR A SECOND FIRE STATION

I ALSO SERVED ON A MAINTENANCE YARD SITE SELECTION COMMITTEE. THIS COMMITTEE WAS UNANIMOUS IN REJECTING PARKLAND SITES AND THE CITY HALL SITE WAS CHOSEN BY THE COMMITTEE AND THE COUNCIL.

PARKLAND SHOULD BE RESERVED SOLELY FOR PARKS, OPEN SPACE AND RECREATION FOR ALL THE CITIZENS OF PALOS VERDES ESTATES. NO OTHER USE SHOULD EVER BE PERMITTED. DO NOT EVER REZONE PARKLAND FOR ANY OTHER USE.

RESPECTFULLY

ITTIE + WARREN CUTTING

Warren Cutting
Ittie Cutting
Mrs. Margaret Cutting

cc: PV Home Assoc.

Vickie Kroneberger

From: Annalu Spencer [Ar
Sent: Monday, February 25, 2013 1:54 PM
To: CityClerk
Subject: Rezoning Parkland

I want to vote **NO** on rezoning Parkland and anywhere in Palos Verdes Estates.

Thank You,

Annalu Spencer
Travelstore
24 Malaga Cove Plaza
Palos Verdes Estates, CA 90274
310-750-9401-Direct Line/Fax
1-800-274-2517-Toll Free

www.TravelStore.com



2804 Via Neve
Palos Verdes Estates, CA 90274

February 26, 2013

Via Hand Delivery

City Council
Palos Verdes Estates

Re: Liglian rezoning application

Dear Council Members:

Dr. Liglian's application to have the parkland property transferred to him rezoned should be denied. It should be left as open space.

According to the press articles, the transfer of the parkland property to Dr. Liglian is a "done deal", but that leaves the issue of whether it should be rezoned out of "open space". It is very troubling, to say the least, to reward people for unauthorized and unlawful encroachment on City parkland.

Dr. Liglian apparently contends that the encroachments were done by prior property owners and he was not aware of that fact. If that is true, maybe he should have a discussion with his title insurer. Whether the encroachments were done by him or prior owners, the Council should vote against the requested rezoning and send a clear message to property owners who may be contemplating similar unauthorized conduct that it will not be tolerated and they do it at their risk.

Dr. Liglian should not be heard to argue that he has any kind of right to rezoning. The \$1.5 million donation to the school district was just that, a donation. He probably has or will take a charitable deduction for it on his tax returns. He should be estopped from arguing otherwise. Also, he should not be heard to argue that he got some kind of assurance that the parkland with the encroachments would be rezoned after transfer to him. I am not familiar with municipal law, but I very much doubt it would be legal for the City Council to make any binding deal absent public discussion and formal City Council proceedings. Dr. Liglian may have had a hope for a rezoning, but that is all he had.

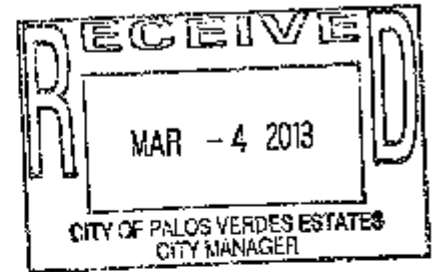
As a homeowner in Palos Verdes Estates since 1977, I join the Planning Commission in recommending that the City Council deny the requested rezoning of the parkland transferred to Dr. Lighian.

Very truly yours,

A handwritten signature in black ink, reading "Robert H. Logan". The signature is written in a cursive style with a large, stylized "R" and "L".

Robert H. Logan

March 5, 2013



Dear City Council Member,

Re: The Via Panorama issue.

Where this idea of swapping parkland (OS) for money came from and how it developed into reality is beyond my understanding. There are so many unanswered questions regarding the swap. However, that being said to allow the Lugliani's to have the property rezoned to R-1 so they can put up walls/fences to protect a sports field, driveways etc. that were built illegally and without permits flies in the face of reason. They should be required to remove the sports court and all other unpermitted structures and relocate them (with permits) where they will not block the views of those residents in the immediate vicinity; especially those on Via Panorama. Those people bought properties and built their homes because they thought they would forever have unobstructed ocean and city views since they over-look parkland (open space). Now the parkland has been sold and potentially a portion of their views will be lost and their property value will decrease while the property of the Lugliani's, who have violated City rules as they choose will increase in value. **Where is the fairness?**

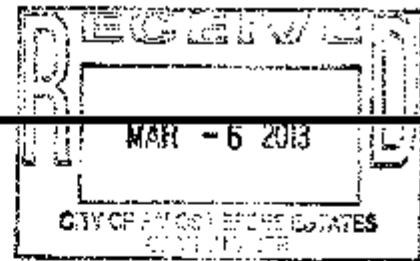
I fear you have opened a can of worms when you got involved in this hair-brain scheme. And for what purpose, money? I'm sure your intentions were honorable but as far as I can see it was a terrible mistake. I'm afraid that your actions are going to expose the City to possible future law suits which will be very costly to every resident in the City. And to think all of this took place behind closed doors with no notification or impute from residents. It's what you read about in other cities but never think can happen in PVE. **Where is the transparency?** It's a very sad day for our City.

In closing, I suppose what is done cannot be undone. So, moving forward I would request you **do not rezone our OS land to R-1**. Please follow the recommendation of the planning commission. Our OS land belongs to every resident of our City and should not be sold; especially to people who circumvent our City rules and regulations for their own gain. **Please do not let the Lugliani's put up buildings or walls which would impact the views of their neighbors.**

Sincerely,
Phyllis Scribe
356 Via Almar
PVE

Vickie Kroneberger

From: Reed Harman [RLHarman@gte.net]
Sent: Wednesday, March 06, 2013 5:18 PM
To: CityCouncil
Subject: 900 Via Panorama



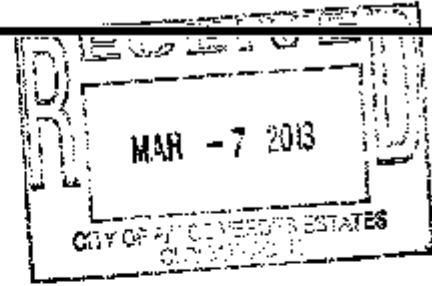
Dear City Council- I have just received an email regarding the sale of City property at 900 Via Panorama to a private party. While I've heard only one side of this argument the facts as states leave me MOST uncomfortable with the city's actions: both in principal AND with the consideration involved.

It is my hope that this transaction will be subjected to the full public debate that it has apparently escaped to date , and I would personally like to see the opinion of the city attorney who advised you on this transaction.

Reed L. Harman
1820 Via Visalia
Palos Verdes Estates, Ca. 90274

Vickie Kroneberger

From: Ann Hinchliffe [ahinchliffe@verizon.net]
Sent: Thursday, March 07, 2013 5:58 AM
To: CityCouncil
Subject: Zoning change on March 12 agenda



Dear Council members,

I have lived in the city since 1960, and I have always believed that the parklands were inviolable. To sell parkland is a crime against the community, and to consider rezoning parkland from OS to RI is unimaginable to me. The parkland—even if deeded over to a private party—should remain *adjacent to private property, not incorporated into it*. I also believe it should not be fenced or developed in any way; encroachments should be removed.

The 37 homeowners on Via La Selva, who conformed to the city's command to remove encroachments, must surely feel like second-class citizens now. I'm told by one of those residents, "There was no negotiation and certainly in my case we got a lecture about how shameful it was to encroach on parkland (even though previous owners had constructed the offending fences)." What has changed? I feel the owners at 900 Via Panorama should remove their driveway, gate, lions, retaining walls, et. al. to come into compliance as we have expected other residents to do, not be rewarded with 1.7 acres to develop as private property.

In the early 1920s, the Palos Verdes Project was considered a pioneer achievement in city planning, and the parkland element, reserved in perpetuity, was a cornerstone of the nationally praised development. The CC&Rs were designed to retain those values. Tradition is the watchword of our community. Let's keep parkland as parkland.

Sincerely,
 Ann Hinchliffe
 3825 Paseo del Campo
 Palos Verdes Estates

M

Mr. Linwood E. Melton
912 Via Panorama
Palo Verde Est., CA 90274

3/6/13

MAR - 7 2013

I am Catherine Melton and
I live across from the
Park Land on Via Panorama.
My husband, Linwood
Melton cannot be here
(3/12) as he is in the hospital
with cancer. We both
oppose the Sale and Rezoning
of the Park Land. Today,
Tomorrow or Ever of any
Park Land in Palo Verde.
The Home Association did
a disservice, by selling the
Park Land, to all residence
in Palo Verde. We
were told Park Land would
never be sold that is why
we bought our property
on Via Panorama. If
money was more important
than protecting our Park
Lands.
The Lugiare have encroached
for years and depreciated

us of our men with
massive trees, planted
hedges which we asked
them to train and were
told no, you do it.

They have been rewarded
and no consideration
to us or other neighbors.

It should be
punished. They plan
to build a 6 ft wall and
fence and who would
want to look at wall
instead of Park Land.

No one here, if they lived
across Park Land,
would want to look at
a 6 ft wall.

It is were they sold
additional Land besides ^{pg. 2 of 3}
the Land they encroached on??

If the Hornes Association needs money again, how do we know that the rest of that Park Land won't be sold to the Logani's. especially when Notices are not sent out.

This could happen to any other Park Land in Pales Verdes.

Let's think of all Residence of Pales Verdes and please do not ever rezone any Park Land.

Please also finish the job and have the enormous trees removed and restore a view that we have deprived of for years.

Thank You

Catherine Melton

AGNEW BRUSAVICH
SERIOUS INJURY LAWYERS

Gerald E. Agnew, Jr.
Bruce M. Brusavich
Tobin D. Ellis
Stephen C. Rasak

Daniel V. Favero
Administrative
Tina B. Greenwald
Anne K. Salsalone
Legal Assistants

March 6, 2013

Palos Verdes Estates City Council
340 Palos Verdes Dr West
Palos Verdes Estates, CA 90274

Re: 900 Via Panorama Parkland Rezoning Matter
City Council Hearing March 12, 2013

Dear Mayor and Members of the City Council:

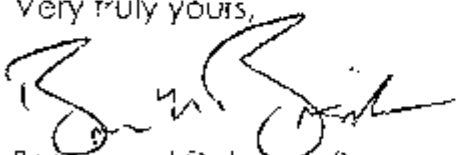
We have lived with our family at 912 Via Mirada for over 20 years. One of the reasons we purchased the home was the existence of the parkland behind our property line (RPV) and the adjoining parkland surrounding the homes on Via Panorama and Via Mirada.

I understand there is some dispute over whether or not all or part of the parkland surrounding 900 Via Panorama was taken over before or after the purchase of the property by the Lugliani family. Regardless of who or when the parkland was taken for personal use, the proposal to rezone the property sets a dangerous and unacceptable precedent.

In effect, the City of Palos Verdes Estates is sending the message that if you take or steal parkland and get caught, you can buy the property. Not only will the City sell you the parkland you took, but they will throw in substantially extra parkland along with the deal.

For these and other reasons, we strongly oppose the application to rezone the parkland adjacent to 900 Via Panorama.

Very truly yours,

 Deborah Brusavich
Bruce and Deborah Brusavich

620 + 67



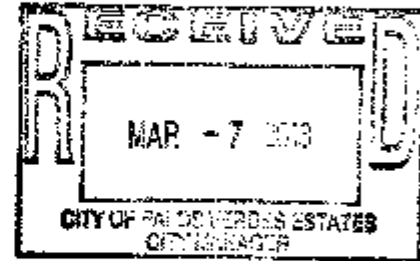
BARNETT & CO.

Realtors 38 MALAGA COVE PLAZA, PALOS VERDES ESTATES, CALIFORNIA



378-8811

Mayor and City Council
City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274



Dear Mayor and Members of the City Council:

I am writing to urge you to accept the recommendation of the Planning Commission at their meeting of February 19, 2013, at which they voted unanimously to deny approval of a zone change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1. Based on the past activities of the Lugliani family in continually building on and making changes to the parkland prior to having been permitted to buy Parcel A, you can be sure their activities would accelerate if the zoning was changed from Open Space to R-1.

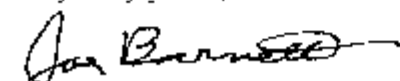
I would also like to take this opportunity to correct both the City Attorney and the Assistant City Attorney in their misstatements concerning who made so many changes and additions to the parkland adjacent to 900 Via Panorama. They have made the statements both in the MOU and in the discussion leading to Resolution No. PCR-2013-0656 for the Planning Commission that the retaining wall and other structures and disturbances were done by the prior property owner. I know these statements are false because in 1975, I was selected by Mr. Alexander Haagen, the owner of 900 Via Panorama at that time, to market his home. I consequently had the opportunity to become intimately familiar with the details of the home and grounds. There was no grading or retaining wall for a sports court, no widening and tiling of the fire road with stone walls on each side and no huge pilasters and gate in the street right of way at the entrance to the fire road, and no huge trees on the parkland to obstruct neighbor's views. All of this may be immaterial at this point, but I hate to see my City making decisions based on inaccurate information.

It may not be important at this time, but 900 Via Panorama and adjacent parkland is in Tract 8652 instead of 7540. A copy of the deed from Haagen to Lugliani is enclosed.

It is my recommendation that the open space known as Parcel A not be permitted to be fenced, no trees planted, which, at maturity, would interfere with neighbors' views, and that the pilasters and gate in street -right-of-way be removed and not re-installed at the entrance to the fire road.

Thank you for the opportunity to clarify history that has been bothering me. I sincerely hope that the sale of parkland in the MOU will not set a precedent which will haunt us, when other options were in process.

Very truly yours,


Joseph T. Barnett

1 of 4

JCT1075

#7.

REQUESTED BY
GRANGE & TRUST CO.

646

AND WHEN RECEIVED MAIL TO

Name
Street Address
City & State
Dr. & Mrs. Lugliani
457 Calle Mayon
Redondo Beach, CA 90277Name
Street Address
City & State
SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Individual Grant Deed

THIS FORM FURNISHED BY TIGOR TITLE INSURERS

The undersigned grantor(s) declare(s):
 Documentary transfer tax is \$ 37,722
☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated street ☐ City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ALEXANDER HAAGEN and CHARLOTTE HAAGEN, husband and wife, as joint tenants
 hereby GRANT(S) to ROBERT LUGLIANI and DOLORES A. LUGLIANI, husband and wife,
 as joint tenants,

the following described real property in the City of Palos Verdes,
 County of Los Angeles, State of California:

AS MORE PARTICULARLY DESCRIBED ON THE DESCRIPTION ATTACHED HERETO AND
 MADE A PART HEREOF MARKED EXHIBIT "A".

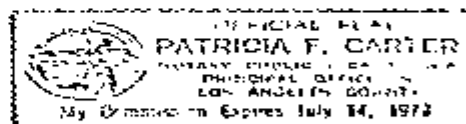
Dated September 19, 1975

Alexander Haagen
 ALEXANDER HAAGEN

STATE OF CALIFORNIA
 COUNTY OF Los Angeles
 on October 14, 1975 before me the undersigned a Notary Public in and for said State, personally appeared
Alexander Haagen and Charlotte Haagen,
 husband and wife, as joint tenants,

Charlotte Haagen
 CHARLOTTE HAAGEN

Known to me
 to be the persons whose names are subscribed to the within
 instrument and acknowledged that they executed the same
 WITNESS my hand and official seal

Title Order No. 74-3640-3 Recordation copy of Loan No. 74-02-640:CR:rm 466.507

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

PARCEL 1:

Lots 10 and 11 in Block 1733 of Tract No. 8652 in the City of Palos Verdes Estates, County of Los Angeles, State of California, as per map recorded in Book 125 Pages 85 to 87 inclusive of Maps, in the office of the County Recorder of said County.

PARCEL 2:

That portion of Lot "A" of Tract No. 8652, in the City of Palos Verdes Estates, County of Los Angeles, State of California, as per map recorded in Book 125 Pages 85 to 87 inclusive of Maps, in the office of the County Recorder of said County, described as follows:

BEGINNING at the most westerly corner of said Lot 11 in Block 1733; thence North $17^{\circ} 00' 00''$ East along the Westerly line thereof, 75 feet; thence North $51^{\circ} 00' 00''$ East along the northwesterly line thereof, 175 feet to the most northerly corner thereof; thence due west 130 feet; thence South $59^{\circ} 00' 00''$ West 50.5 feet; thence South $2^{\circ} 01' 45''$ West 153.12 feet, more or less, to a point in the southerly line of said Lot "A", 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.

304

RECORDING REQUESTED BY

347

Mr. and Mrs. Alexander Haagen
500 Via Panoramic
Palos Verdes Estates, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX-0.158,95
Union, Pa.
By: *[Signature]*
Recorder Agent

About address

Grant Deed DATE: 4-18-95

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
HARRISON A. STORMS, JR. and PHYLLIS STORMS, husband and wife

Grantee GRANT(S) to
ALEXANDER HAAGEN and CHARLOTTE HAAGEN, husband and wife as joint tenants

the following described real property in the City of Palos Verdes Estates
County of Los Angeles, State of California:
Parcel 1: Lots 10 and 11 in Block 1733 of Tract No. 8652 as per map recorded in
Book 123, Pages 85 to 87 inclusive of Maps, in the office of the county recorder
of said county.
Parcel 2: That portion of Lot "A" of Tract No. 8652 as per map recorded in Book 123,
Pages 85 to 87 inclusive of Maps, in the office of the county recorder of said
county, described as follows:
Beginning at the most westerly corner of said lot 11 in Block 1733; thence North
17' 00' 00" East along the westerly line thereof, 75 feet; thence North 21° 00' 00"
East along the northeasterly line thereof, 125 feet to the most northeasterly corner
thereof; thence due West 130 feet; thence South 58° 00' 00" West 50.3 feet; thence
South 2° 01' 45" West 153.12 feet, more or less, to a point in the southerly line of
said lot "A", being a point in a curve concave to the west and having a radius of
55 feet; thence westerly along said curve, a distance of 21 feet to the point of
beginning.

Dated March 28, 1969

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
on May 6, 1969 Before me, the undersigned authority, personally appeared
Harrison A. Storms, Jr. and
Phyllis Storms

My Commission Expires August 5, 1971

MAIL TAX STATEMENTS AS DIRECTED ABOVE

NAT. REC
SEP 2 00

347

John Harbison <[REDACTED]>
City of Aurora
Fwd: 900 Via Panorama

March 5, 2015, 9:11 AM

Begin forwarded message:

From: Reed, Jennifer <[REDACTED]>
Subject: 900 Via Panorama
Date: March 5, 2015 8:08:03 PM EST
To:

Dear City Council: I have just received an email regarding the sale of City property at 900 Via Panorama a local private party. While we heard only one side of this argument the facts as stated leave me AFSD uncomfortable with the city's position both in principle AND with the consideration involved.

In my opinion, that this transaction will be subjected to the full public debate that I had opaquely escaped to hear and I would personally like to see the opinion of the city attorney who advised you on this transaction.

Reed, Jennifer
900 Via Aurora
Aurora, Colorado 80011

ORDINANCE NO. 13-702**AN ORDINANCE AMENDING THE CITY OF PALOS VERDES ESTATES ZONING MAP TO CHANGE A ZONING DESIGNATION FROM OPEN SPACE TO SINGLE-FAMILY RESIDENTIAL (R-1) AND ADOPTING A NEGATIVE DECLARATION FOR THE AREAS DESIGNATED AS 1 AND 3 ON PARCEL A ADJACENT TO 900 VIA PANORAMA.**

The City Council of the City of Palos Verdes Estates does ordain as follows:

Section 1. *Recitals.*

A. On May 8, 2012, the City Council adopted Resolution No. R12-11, approving a Memorandum of Understanding ("MOU") between the City, the Palos Verdes Peninsula Unified School District ("PVPUSD"), the Palos Verdes Homes Association, and the property owners of 900 Via Panorama.

B. The MOU settled outstanding litigation between PVPUSD and the Homes Association, and generally reaffirmed the enforceability of the deed restrictions on the property owned by PVPUSD in the City; resolved the dispute regarding certain existing encroachments adjacent to 900 Via Panorama; provided for the preservation of certain open space properties subject to the litigation (Lots C and D); and prohibited the installation of nighttime lighting at Palos Verdes High School. The MOU contemplated that the owners of 900 Via Panorama would file an application seeking approval of the proposed accessory structures and existing retaining walls on the Property (Parcel A).

C. Pursuant to the MOU, on August 14, 2012, the Homes Association transferred the Property to the current owners pursuant to a grant deed. Among other things, the grant deed provides that the owners may not construct any structure on the Property other than certain defined accessory structures, to be located in an area designated as "Area 3", which was previously disturbed by the prior property owners with grading and retaining walls. Other than the accessory structures and existing retaining walls, the deed requires the remainder of Parcel A to be preserved as open space in perpetuity.

D. On January 3, 2013, a Zone Change Application was submitted for the property located on Lot A, a portion of Tract Number 7540 in the City of Palos Verdes Estates, County of Los Angeles, State of California, adjacent to the property commonly known as 900 Via Panorama, Palos Verdes Estates, California ("the Property"). The application sought approval of a Zoning Map Amendment and Miscellaneous Application to amend the zoning designation for the Property from Open Space to Single-Family Residential and to approve existing retaining walls located in "Area 3".

E. The Property is currently owned by the 900 Via Panorama Trust and is currently zoned as Open Space.

F. The Property is located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. The parkland adjacent to the Property is relatively inaccessible and steep. Given the steep grade of the slopes, the primary benefit of the parkland is to preserve views and to contribute to the open feel of the neighborhood.

G. On January 31, 2013, the City circulated an Initial Study for the project for public comment and review.

H. On February 19, 2013, the Planning Commission conducted a hearing on the application at which time the Commission received and considered documentary evidence including, but not limited to, a staff report and site plans and received and considered oral testimony from the applicant and the public.

I. Pursuant to Resolution No. PCR-2013-0656-2, the Planning Commission recommended denial of the Zoning Map Amendment. Pursuant to Resolution No. PCR-2013-0656, the Commission approved the Miscellaneous Application, conditioned on the property being rezoned from Open Space to R-1.

J. On March 12, 2013, the City Council conducted a public hearing on the Zoning Map Amendment, at which time the Council received and considered documentary evidence including, but not limited to, a staff report and site plans and received and considered oral testimony from the applicant and the public. The City Council also reviewed and considered the Initial Study and Negative Declaration prepared pursuant to the California Environmental Quality Act and accepted public comment thereon.

Section 2. *Environmental Review Findings.*

The Planning Department undertook an initial study of the proposed project. The Initial Study revealed that the project does not have to potential to result in a significant impact on the environment. Consequently, a negative declaration was prepared. The Negative Declaration prepared for this project reflects the City's independent judgment and analysis. The City Council hereby adopts the Initial Study and the Negative Declaration.

Section 3. *Zoning Map Amendment Findings.* Based upon the evidence presented, the City Council hereby finds and determines as follows:

1. That the land uses adjacent to the Property are compatible with the proposed R-1 zoning designation. The lots across from the Property are developed with single family residences. Further, the accessory structures permitted in "Area 3" and the retaining walls in "Area 1" are permitted in R-1 zones.

2. That the subject Zoning Map Amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan and with all applicable specific plans.

- A. The application is part of a larger MOU which results in the preservation of vital open space on Lots C and D and through the enforceable deed restriction on property owned by the School District in the City.

- B. While the project would result in the construction of small accessory structures on a portion of the Property, the structures would be installed on property previously disturbed by prior development, and the majority of the Property is restricted to remain open space.

- C. The minimal development permitted pursuant to the Zoning Map Amendment is a minor deviation from the City's open space restrictions in return for certainty that other PVPUSD parcels will remain subject to Homes Association deed restrictions, in addition to other public benefits obtained for City residents pursuant to the MOU.

- D. The accessory structures would be built on a portion of the Property that was previously disturbed by the prior owners of the Property. Given the significant height of the existing retaining wall, it is highly unlikely that any permitted accessory structures would be visible from most

viewpoints from the street above, thereby preserving the Property's open space character and preserving existing viewpoints.

Section 4. *Zoning Map Amendment Approval.*

Based on the evidence in the record and the findings set forth in this Ordinance, the City Council hereby approves the requested Zoning Map Amendment as to Area 1 and 3 of the Property changing the zoning designation on those portions of the subject Property from Open Space to Single-Family Residential (R-1), subject to the following conditions:

1. This approval is granted for the land or land use as described in the Application and any attachments thereto, and as shown on the plot plan submitted with the Application.
2. All requirements of any law, ordinance, or regulation of the State of California, City of Palos Verdes Estates, and any other governmental entity shall be complied with.
3. This approval is subject to the applicant paying all fees and assessments to the City of Palos Verdes Estates, as required by ordinance.
4. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amiably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.
5. The applicant shall defend, indemnify, and hold harmless the City and its officers, agents, and employees from any claim, action or proceeding against the City or its officers, agents, or employees to attack, set aside, void, or annul approval of this application. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense.
6. An approval granted by the City Council does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the Department of Building and Safety must be obtained prior to construction, enlargement, relocation, conversion, or demolition of any building or structure within the City.
7. The Applicant must execute and record a lot tie agreement in a form acceptable to the City Attorney and City Manager which provides that Area A may not be sold or developed separately from 900 Via Panorama.

Section 5. *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

Section 6. *Enforceability.* Repeal of any provision of the Palos Verdes Estates Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will

remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

Section 7. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Palos Verdes Estates' book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

Section 8: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 26th day of March, 2013.

GEORGE F. BIRD, JR. Mayor

ATTEST:

Vickie Kroneberger, Deputy City Clerk

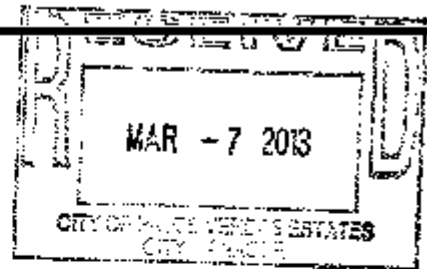
APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the applicable time limits set forth in the Palos Verdes Estates Municipal Code and Code of Civil Procedure.

Vickie Kroneberger

From: Elaine W. Lovell [mailto:]
Sent: Thursday, March 07, 2013 9:23 AM
To: CityCouncil
Subject: Parkland on Via Panorama



Hello Mayor and Council Members,

I am contacting you to stand with my neighbors and fellow citizens of PVE regarding the sale of and Zone change to 900 Via Panorama.

I am opposed to this action and continue to be baffled how this could happen in our fine city. I share the concerns raised by John and Renata Harbison in their detailed letter written on 3/4/13 to the you.

I am sorry I will not be able to attend, but trust you will "do the right thing" ..

Looks like another 11 pm meeting.

Best Regards,
Elaine Lovell

Elaine W. Lovell

cell: (970) 376-7596
CA: (310) 378-8681
CO: (970) 748-1009

AGNEW BRUSAVICH

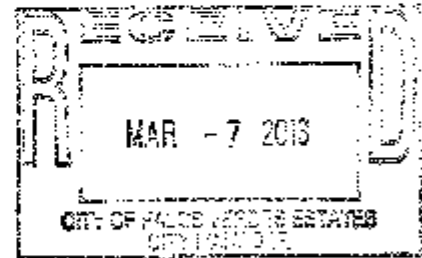
SERIOUS INJURY LAWYERS

Gerald L. Agnew, Jr.
 Bruce M. Brusavich
 Tolan D. Ellis
 Stephen C. Rasak

Daniel V. Laveno
 Administrator
 Irge B. Greenwald
 Anne K. Sansalone
 Legal Assistants

March 6, 2013

Palos Verdes Estates City Council
 340 Palos Verdes Dr West
 Palos Verdes Estates, CA 90274



Re: 900 Via Panorama Parkland Rezoning Matter
 City Council Hearing March 12, 2013

Dear Mayor and Members of the City Council:

We have lived with our family at 912 Via Mirada for over 20 years. One of the reasons we purchased the home was the existence of the parkland behind our property line (RPV) and the adjoining parkland surrounding the homes on Via Panorama and Via Mirada.

I understand there is some dispute over whether or not all or part of the parkland surrounding 900 Via Panorama was taken over before or after the purchase of the property by the Lugliani family. Regardless of who or when the parkland was taken for personal use, the proposal to rezone the property sets a dangerous and unacceptable precedent.

In effect, the City of Palos Verdes Estates is sending the message that if you take or steal parkland and get caught, you can buy the property. Not only will the City sell you the parkland you took, but they will throw in substantially extra parkland along with the deal.

For those and other reasons, we strongly oppose the application to rezone the parkland adjacent to 900 Via Panorama.

Very truly yours,

 
 Bruce and Deborah Brusavich

Vicki Mack
2509 Via Pinarle
Palos Verdes Estates, CA 90264

March 7, 2013

Palos Verdes City Council
Palos Verdes Estates, CA 90274

RE: Rezoning of parkland from OS to R1

This year is the 100th anniversary of the original purchase of Palos Verdes by Mr. Frank Vanderlip. We have to thank his original vision of the design layout for the peninsula for the beautiful, special environment we all enjoy today.

As a Palos Verdes Estates resident, and author of a forthcoming book on Mr. Vanderlip, I believe that he would be horrified to contemplate any rezoning of the parkland for any sort of private use or ownership. As he stated in his autobiography, speaking about his first sight of the hill, Palos Verdes was, "an unspoiled sheet of paper to be written on with loving care".

Times may have changed, but Mr. Vanderlip's belief still holds true. The original design of Palos Verdes, including the parkland that is an integral part of its character, should not be changed. I strongly urge the Council not to approve the rezoning of any and all parcels of parkland from OS to any other designation.

Sincerely,



Vicki Mack

Vickie Kroneberger

From: Darla Valliant [mailto:darla.valliant@palosverdes.com]
Sent: Thursday, March 07, 2013 11:36 AM
To: CityCouncil
Subject: March 12th - Rezoning Issue

Dear George Bird, James Goodhart, Rosemary Humphrey, Ellen Perkins, John Rea,

As residents of PVE for over 25 years we are opposed to the rezoning of the Open Space property to R1. These actions should not be taken behind closed doors without informing the residents of PVE. Since the Planning Commissioners were opposed to this we feel the City Council should do their duty and uphold the interests of the residents of the residents of Palos Verdes Estates and oppose this rezoning.

Sincerely,

Darla Valliant & Jack Feldman

1525 Via Fernandez
Palos Verdes Estates, CA 90274

Dr. Frederick M. Haney and Barbara B. Haney
3433 Pasco del Campo
Palos Verdes Estates, CA 90274

March 7, 2013
To PVE City Council....

We, the above residents of Palos Verdes Estates, CA oppose R1 zoning
in the matter before the City Council.

Signed,

Frederick M. Haney
Barbara B. Haney

Vickie Kroneberger

From: @
Sent: Thursday, March 07, 2013 3:32 PM
To: CityClerk
Subject: Re: March 12 council agenda

I hanks for your message, Vickie.

I forgot to put our address at the bottom of my message to the Council. If you need it, my wife and I are at
 982 Paseo La Cresta.

Dave Hart

-----Original Message-----

From: CityClerk <CityClerk@nvastates.org>
 To: dhartmail - '@' >
 Sent: Thu, Mar 7, 2013 1:39 pm
 Subject: RE: March 12 council agenda

Thank you for your email, Mr. Hart, which shall be forwarded to the City Council.

Vickie Kroneberger

Executive Assistant/Deputy City Clerk

City of Palos Verdes Estates
 340 Palos Verdes Drive West
 Palos Verdes Estates, CA 90274
 310-378-0383 x2251
 310-378-7820 (fax)

From: [mailto: @]
Sent: Thursday, March 07, 2013 1:37 PM
To: CityCouncil
Cc: CityClerk
Subject: March 12 council agenda

Dear Councilpersons:

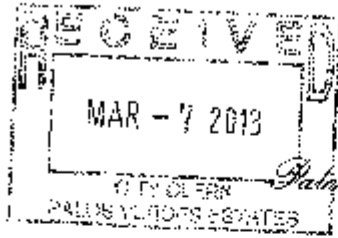
My wife and I have lived in Palos Verdes Estates since 1971 and treasure the large areas of parkland which the City founder had the foresight to set aside for succeeding generations to enjoy.

We **strongly** urge the City Council to **disapprove** the rezoning application of the homeowners at 900 Via Panorama to convert their adjoining land from QS to R1.

While the owners have managed to acquire title to the parkland on which they encroached over the years, there is absolutely no justification whatsoever for further rewarding their deplorable actions with a favorable change in zoning. Approval would also set a terrible precedent for the future.

Respectfully,

David E. Hart



D. Diana Stanton
408 Pasco del Mar
Palm Beach Est. Calif. 90274

3/7/13

To members of the PVE City Council,

We oppose the rezoning
of 1.7 acres of former Parkland
from OS to R1. Could this
not lead to an inviting precedent
for further conflict in this
regard?

Parkland in P.V. is
considered "sacred" space.
Access has always been avail-
able to all who wish to come
here to enjoy the natural
beauty of the ocean & the Santa
Marta Bay.

It should remain so.

Diana Stanton & Family

March 7, 2013 #7.

Notice of Public Hearing:

THE PROJECT: Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1 Single Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height Application number ZC-2/M902-13

In May, 2012, a precedent was set in the transfer of ownership of parklands to the residents of 900 Via Panorama. The parklands should be land that belongs to all the residents of Palos Verdes Estates. In the 45 years that we have lived here, we frequently walk there and enjoy the view...**one of the most spectacular views of the entire Peninsula** where you can view the ocean and city lights of many beach cities in the area. Why should this Parkland be sold or given to **one resident** when it should belong to all the residents in Palos Verdes Estates?

When we went to view the plans at City Hall, we were told that the residents of 900 Via Panorama were already using the additional land around their property, thereby extending it and this change would just make it legal. If one resident uses the Parkland and landscapes it into their own property, does that mean that it can eventually become their own? To allow this take over or purchase by one resident is going down a "slippery slope". The exchange of this property from city to private ownership appears to be in violation of the *Palos Verdes Trust Indenture*. Why weren't other residents notified that such a deal was in process? Were other options available to keep this area as Parklands as it had been until now? Why did the city not permit the sale of parklands (lots C and D) near Palos Verdes Drive South, and instead made a complicated deal with the Parklands on Via Panorama, based on a donation? **It is a winning deal for the residents of 900 Via Panorama, but a losing deal for the tax payers of Palos Verdes Estates.**

Now we enter the next phase of this confusing transaction. In consideration at this meeting is the rezoning from "Open Space to R-1 Single Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height." **This will be setting another precedent.** And then the next step will be to build on this acquired and rezoned Parklands. **Why else is rezoning an issue?**

On February 19, the Planning Commission considered this request and unanimously recommended denying the rezoning. We urge the Palos Verdes Estates City Council to also deny the rezoning of this property which should remain as open space, as it was originally intended.

[Faint, illegible text]

Gail C. Wasserman
904 Via Mirada
Palos Verdes Estates
CA 90274

George T. Maye
57 Montemalaga Plaza
Palos Verdes Estates CA 90274-160

March 6, 2013

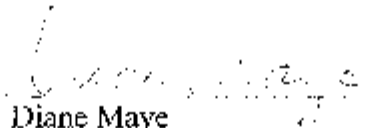
Palos Verdes Estates City Council
340 Palos Verdes Drive West
Palos Verdes Estates CA 90274

Subj: Palos Verdes Estates Parkland

We wish to go on record as being opposed to the rezoning of any
Palos Verdes Estates Parkland property to Residential.

All Parkland within the City of Palos Verdes Estates should
remain as Parkland, to be enjoyed by all citizens.


George Maye


Diane Maye

Russell E. Barto - AIA - Architect

3 Malaga Cove Plaza · Suite 202 · Palos Verdes Estates · California · 90274 · (310) 378-1355

March 7, 2013

03/07/2013

City Council Members
City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates CA 90274

RE: Rezoning OS to R1 @ 900 Via Panorama

Dear City Council Members:

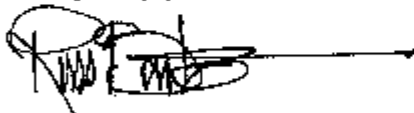
I'm writing this letter to express my opposition to the proposed rezoning of the property surrounding 900 Via Panorama from open space to R1 residential.

I can see no benefit to the City from the proposed rezoning. On the contrary; I see the proposed rezoning as setting a precedent that could put parkland abutting private property at risk throughout the city, from large parcels such as the parkland at the intersections of Via Visalia, Via Fernandez and Paseo la Cresta to the narrow paths (Buena Path, La Selva Path, to name two of dozens) that interlace our City.

In my opinion this is a textbook case of it being easier to get forgiveness than permission. I doubt very much that we would be discussing this issue at all had the homeowner at 900 Via Panorama come before the City with a straightforward request to rezone and develop the parkland surrounding his property.

I urge the City Council to deny this application.

Very truly yours,



Russell E. Barto, AIA

To: Palos Verdes Estates City Council

RE: The 900 Via Panorama Application for rezoning ZC2/M-902-13

My name is Kim Guzzino. My wife Maryam and I live at 901 Via Mirada.

I have recently become aware of the plan to rezone the Open Space/Park Land to R1 located around the 900 Via Panorama residence. I agree with the others that have related their opposition, in the city planning meeting on Feb 19, that is action should not be taken. To myself and others it also appears to violate the original deed restrictions. We value the open spaces distributed throughout PVE and agree that keeping all of them undisturbed should be the city's goal.

The acquisition of the open space property by the Lugliani's is unprecedented. There is no mention of zone changes in either the deed restrictions or the Memorandum of Understanding between the City , PVHA , the PVUSD and the Lugliani's.

I have read the Harbison's letter and agree with all points taken up on that letter to City Council.

Sincerely

Kim and Maryam Guzzino



Maryam Guzzino

Vickie Kroneberger

From: Jean Juell [mailto:jean.juell@cityofparkland.com]
Sent: Thursday, March 07, 2013 3:52 PM
To: CityClerk
Subject: Parkland rezoning

I am Jean Juell. My husband Bruce and I have lived in our home at 1425 Via Zumaya since 1979. We have a tennis court with our property behind the court abutting parkland. In 1974 we put in a new garden behind the tennis court. We thought we were inside our boundary. The rest of the hill is Parkland. However, a ranger saw the improvement and thought we had extended our garden on Parkland. We had just returned from a trip a few weeks after the installation and had a very nasty call from the Parkland Comm. that if we did not remove the garden to our property line we would be fined every day the extension remained. We immediately had our landscape architect and gardner tear out the extension immediately. The error cost us \$20,000. Since then your weed control has been keeping the Parkland wooded. Thank you. At the time a member of your Parkland Comm. came to see the garden and wondered why you made us tear it out as it was attractive and just a garden. We kept to the rule. You must keep the Parkland protected against those that would go against our policy and adhere to the property line. Jean Juell

Vickie Kroneberger

From: Susan Chang [mailto:susan.chang@palosverdes.com]
Sent: Thursday, March 07, 2013 2:32 PM
To: CityCouncil
Subject: City Council Meeting 3/12/2013 - Item -900 Via Panorama

City Council Members,

We support the decision of the Planning Commission to deny the request of the Lugliani family to rezone their recently acquired land adjacent to their lot at 900 Via Panorama from O.S. property to R-1 property and request that you concur. It is our view that Open Space Parkland in PVE is in the public trust, should ideally be open for public use, and should not be privatized either by sale or by selective access. The transaction that allowed the Lugliani family to buy this land seems a transgression of the public trust. Certainly rezoning it now to allow further private development and private financial gain would only add to this transgression.

Susan and Bob Chang
2501 Via Pinale
Palos Verdes Estates
CA 90274

Vickie Kroneberger

From: [redacted]@ [redacted]
Sent: Thursday, March 07, 2013 2:56 PM
To: CityCouncil
Subject: Fwd: Rezoning

From: [redacted]@ [redacted]
To: council@nvestates.org
BCC: [redacted]@ [redacted]
Sent: 3/7/2013 2:54:08 P.M. Pacific Standard Time
Subj: Rezoning

Carolyn Nash and Savery Nash oppose the rezoning of former parklands from OS to R1. In fact, we believe the transfer of this parcel was illegal under the CC&R of Palos Verdes Estates and would support an action to invalidate the transfer.

Savery Nash and Carolyn Nash

Vickie Kroneberger

From: Jodi Merchant [mailto:]
Sent: Thursday, March 07, 2013 3:35 PM
To: CityCouncil
Subject: 900 Panorama

I support the residents who oppose this change. All improvements on the Open Space should be removed in keeping with the wise zoning laws set forth by the developers of PVE. The blatant usage of Open Space does a great disservice to lawful residents who count on the city to uphold the original zoning codes.

Jodi Merchant
2941 Via Pacheco

A MESSY SITUATION CAUSING PALOS VERDES ESTATES PROPERTY OWNERS TO QUESTION LEGALITY

NEXT MEETING OF THE PVE CITY COUNCIL IS MARCH 12, 2013

The issue is simple. The City of Palos Verdes Estates City Council (PVECC) in cooperation (or collusion) with the Palos Verdes Homes Association (PVHA) has done what PVE private property owners with whom we have spoken call an illegal conveyance of 1.7 acres of very valuable PVE Parkland to a private party. It seems like that conclusion is accurate. Read on!

It was accomplished in 2012 by a transaction transferring the Parkland to the private party for \$500,000.00. There was also a \$1.5 million donation required to be made by this private party to the Palos Verdes Peninsula School District. Certainly a benefit to the School District but obviously no benefit to the private property owners of PVE.

The intricate, convoluted, and complex steps are seemingly designed to confuse and were unknown to the owners of private property in PVE until months after this was accomplished. The transaction is attempted to be explained in a "Memorandum of Understanding" (MOU), approved by the City Council 07/24/12. That MOU and other relevant documents and photos can be found on the website: <http://www.pveopenspace.com>.

This transaction does not meet any of the requirements of The "**Protective Restrictions of PVE**", as recorded June 14, 1974, whereby Public Parkland was to be held in perpetuity for the owners of private property in PVE.

By law "Protective Restrictions" or "Covenants" "Run with the Land" and therefore any and all "Deed Restrictions" are clearly "Covenants running with the land". Such "Deed Restrictions" are perpetual and ever-lasting under law unless it provides options for a change of duration and a process for change.

Both of these options above are explicitly addressed in the two "**Protective Restrictions Palos Verdes Estates**" booklets; Green for Tracts 7144 and 7332 and Brown for Tract 6885 in each of the following:

- The Bank of America Deed of Trust Indenture, including Declarations, recorded October 18, 1924 is the founding document of PVE as printed in the booklets "**PROTECTIVE RESTRICTIONS PALOS VERDE'S ESTATES**".
- In the Bank of America Quit Claim transferring all Parkland to the PVHA recorded June 21, 1940
- In Resolution 12 of the PVECC accepting title of the Parklands dated June 12, 1940

Please note all "**Restrictions, Conditions, Covenants, Liens, and Charges**" are explicit in all three of these foregoing documents and include the referenced sections pursuant to both "**Duration of the Restrictions**" and the process for "**Modification of Restrictions**". Each and every document includes the wording that all "Restrictions, et al" are binding not only to the original Grantor but on all Grantees. That means that both the PVECC and PVHA have these fiduciary responsibilities to protect and maintain the Parklands for the private property owners of PVE. It seems they have disregarded those responsibilities.

The "**PROTECTIVE RESTRICTIONS PALOS VERDE'S ESTATES**" booklets state very clearly in Declaration 14 Page 14 Section 8 "**Duration of Restrictions**" *all of the restrictions, conditions, covenants, reservations, liens, charges set forth in this Declaration of Restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Section 9 hereof, until January 1, 1966, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation unless within the six months prior to the expiration of any successive twenty year period thereafter a written agreement (is) executed by the then record owners of more than one half in area of said property et al*.

Further in Declaration 14 Page 15 Section 9 "Modification of Restrictions" the process for change of "**Restrictions, Conditions, Covenants, Liens and Charges**". It is explicit that "no changes or modifications shall be made without the written consent duly executed and recorded of not less two-thirds in area of all lands held in private ownership within 300 feet in any direction of the property concerning which a change or modification is sought to be made".

NEITHER OF THESE ABOVE NECESSARY ACTIONS WERE TAKEN

It is **CONCLUSIVE** in law that PVE Parkland cannot be sold, conveyed, or transferred to a private owner or to anyone without taking the actions as defined in the above two paragraphs with any requested change or modification approved by such process.

BUT THEY DID IT ANYWAY! It causes substantial wonderment by proper processes were not followed?

31 of 67

The solution is provided for in the "**PROTECTIVE RESTRICTIONS**" Declaration 14, Page 15a, Section 12 "**Reversion of Title**".

Section 12 "**Reversion of Title**" states *"Each and all of said restrictions, conditions, covenants, reservations, liens, and charges is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Bank of America. And further reads "A breach of any of the "Restrictions, Conditions, and Covenant hereby established shall cause the real property upon which breach occurs to revert to Bank of America, or its successors in interest, as owners of the reversionary rights herein provided for, et al".*

Therefore as the 2012 conversion of PVE Parkland to private ownership was illegal thus **being a specific breach** of the "Protective Restrictions Palos Verdes Estates" as provided for in Declaration 14, Page 15a, Section 12 **it appears the process of "Reversion of Title" must be effected by the PVECC without delay.**

For certainty of the BREACH creating the illegality see the PVE City Council minutes from 1939/1940 starting with page 334 from that minutes book.

To the PVE City Council Resolution of June 12, 1940 the PVE City council minutes of November 01, 08, and December 20, 1939, and the minutes of January 24 and February, 1940 are documented discussions and motions as to how to properly convey or deed the parkland properties to the City of PVE with the "Protective Restrictions".

The minutes of June 14, 1940; specifically the Formal Quit Claim of the Parklands, golf course, etc, made by Bank of America to the PVHA and the PVE City Council Resolution of June 12, 1940 start with page 334 of the minute book. The first three pages are the beginning of the Bank of America Quit Claim deed. Pages numbered three, four and five are the first pages of the Quit Claim and describe what was being quit claimed, pages six and part of seven is the PVE City Council Resolution 12 authorizing the City of PVE to accept title which passed June 12, 1940, pages seven, eight, nine, ten, and part of eleven are the grant to the PVHA to the City of PVE of that certain real property (parklands, golf course, etc).

Pages eleven and twelve are the definition and statement to that *"This conveyance is made and accepted by the City of PVE and said realty is hereby granted subject to each of the following provisions, restrictions, and covenants, to wit"*.

On page twelve it states *"Each and every provision, condition, restriction, lien, charge, easement, and covenant contained in the "Declaration of Establishment of Basic Protective Restrictions" executed by, et al, is "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"*

WHAT COULD BE CLEARER AS TO FUTURE FIDUCIARY RESPONSIBILITY?

There seems to be growing rage in the community of PVE as not only does the transfer of the 1.7 acres seem in question, to make matters worse the private party has now submitted Application Number: Agenda Item ZC-2M-902-13 of the 03/12/13 meeting of the PVE City Council requesting a Zone Change of the acreage to R-1 Family Residential plus a Miscellaneous Application for walls exceeding the maximum allowable height.

If the transaction transferring the Parkland is illegal rezoning to R-1 would be compounding the illegality! But as the Planning commission of PVE recommended unanimously that Application ZC-2/M-902-13 rezoning to FR-1 NOT be approved perhaps reason in the governance areas will now prevail within the PVECC.

We have clarified why we believe the Parkland conveyance was and is illegal, and questioned the complexity and the purpose of the MDU, and the strangely interesting movement of monies, both being done in a seemingly unnecessary number of convoluted ways that could open the participating private and public entities to scrutiny for collusion to avoid taxes.

It seems absolutely clear that the PVECC should not approve the R-1 rezoning request and immediately start the "Reversion of Title" process.

If the foregoing is not soon accomplished and the law suits start it is possible that both the IRS and the Attorney General of the State of California might see a need to investigate both PVE and PVHA.

WE DO NOT NEED SUCH BAD PUBLICITY AS HAS HAPPENED TO OTHER CITIES IN OUR STATE!

See the website <http://www.preopenspcc.com> for all references and documents in this newsletter. Please visit, sign the petition and post any comments you wish on the web site.

32 of 67

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This transaction is unprecedented – the first time since the founding of Palos Verdes Estates 90 years ago that parkland has been sold to a private individual thus reducing the amount of open space in PVE. As such, it violates the CC&Rs, MOU and Deed which all require maintenance of the property as open space in perpetuity. Further, the property owners had previously, without ownership or permit, constructed their own private "playground" on the public property. Now, by the 2012 transaction and the current rezoning attempt, they are trying to convert that "playground" on public land into a personally owned "playground," with conceivably the ability to bar public access by that ownership and zoning. There is no good faith, justifiable, legal basis to rezone from OS (Open Space) to R-1 (Single Family Residential) and it would be a breach of the public trust and fiduciary duties if our City Council members approve the rezoning at the hearing on March 12th.

-- John Harrison

Part of what makes Palos Verdes precious is the open space/parkland scattered throughout the community. When we bought our home 20 years ago, we were told that parkland could never be sold and that everyone in PVE had to follow the CC&Rs that govern us as a planned community. Rules that govern us all, now no longer seem to apply to us all. This sale of parkland next to 800 Via Panorama is unprecedented and contentious; now that the parkland on my street has been purchased through negotiations behind closed doors, when will the next plot of open space be sold, also behind closed doors and unbeknownst to any of us but the players involved? What's to prevent other owners from applying the same techniques to the open space next to their homes? Rezoning from OS (Open Space) to R-1 (Single Family Residential) would create even more benefits to owners who have squatted on public land for decades. Should this be approved or condoned? I say, "NO."

-- Renata Harrison

I grew up on PV. In my experience, if you have money and time on your hands you can do anything you want. It does not matter if there is a ruling preventing from you doing it. I wonder whose hand gets greased? The whole city council or only the ones that show up to vote. The green areas were set aside for the good of the majority. The will & the huge assets of the minority still rule. The parks and green areas get built up & we might as well be living in downtown LA. Who is watching out for the masses? Not the city council & whoever else changes policy for their rich buddies! Park/green areas should not be acquired by adjacent property owners for their private use. Those

areas should never be re-zoned for single families or anything else. Geez!

Elizabeth Bostrom

As a resident of Palos Verdes Estates I was disappointed to learn of the circumstances of this proposed land-swap / re-zoning. It seems common sense that any change in land use, zoning, or any other aspect of the community should be transparent and done openly, in good faith and should only be made if it is to the benefit of the entire community, not an individual landowner. When I read the article in the PV News, my first response was "something is fishy here."

— John Phillips

This transaction is unprecedented! I am totally against rezoning this parkland from OS to R-1!! Parkland was suppose to be open space forever! That's why many of us purchase homes in beautiful Palos Verdes. The Council must vote, NO!!

— Mary Butler

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37 of 67