

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

the CITY OF PALOS VERDES ESTATES,

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

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

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

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

(b) Lots B, C, D, E, G, H and I of said Tract 6884.

Item 3. (a) Lot H of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between the Northerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6885, and a line drawn from the Easterly line of Lot 1 in Block 1613 of said tract in a generally Easterly direction and parallel to the straight section of said Northerly line of Granvia La Costa and 10 feet Nor-

therly therefrom, enclosing an area of 0.072 acre, more or less.

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

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

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

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

(c) That portion of Lot J of said Tract 6886, lying Southwesterly from a straight line drawn from the most Southerly corner of Lot D of said tract to the Northeasterly corner of Lot 8 in Block 1436 of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, enclosing an area of 0.30 acre, more or less.

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

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

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

(e) Lots N and O of said Tract 6886, except that portion of said Lot N lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Westerly line of said Lot N to the Easterly line thereof, enclosing an area of 0.839 acre, more or less; and also except those portions of said Lots N and O described as follows:

Beginning at the intersection of said parallel line with the Westerly line of said Lot N; thence South  $30^{\circ}81'10''$  East along said Westerly line and the Westerly line of said Lot O, 31.54 feet; thence North  $62^{\circ}48'04''$  East 305.12 feet to a point in said Lot O; thence North  $60^{\circ}28'18''$  East 252.22 feet, more or less, to a point on the Northerly line of said Lot O; thence North  $60^{\circ}28'18''$  East 81.79 feet, more or less, to a point on said parallel line; thence along said parallel line in a generally Westerly direction to the point of beginning, enclosing an area of 0.36 acre, more or less.

(f) Lot P of said Tract 6886, except that portion thereof lying Westerly from a line drawn parallel to the Easterly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and distant 40 feet Easterly therefrom, comprising an area of 0.369 acre, more or less.

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

(1) Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence South  $14^{\circ}09'40''$  West along the Easterly line of said Lot A, 64 feet to a point in said Easterly line; thence North  $76^{\circ}23'15''$  West 136.71 feet, more or less, to a point on the Southerly prolongation of the Westerly line of said Lot 14; thence North  $19^{\circ}13'55''$  West along the said Southerly prolongation, 45 feet to the Southwesterly corner of said Lot 14; thence South  $85^{\circ}35'10''$  East along the Southerly line of said Lot 14, 163.84 feet to the point of beginning, enclosing an area of 0.178 acre, more or less.

(2) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 420.89 feet and a bearing of North  $83^{\circ}00'36''$  East, as shown on said map of said tract; thence South  $57^{\circ}33'26''$  West 81.57 feet to the true point of beginning of this description; thence South  $19^{\circ}52'15''$

East 90 feet; thence South 70°07'45" West 50 feet; thence North 19°52'15" West 90 feet; thence North 70°07'45" East 50 feet to the point of beginning, enclosing an area of 0.103 acre, more or less.

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

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

(b)(1) An easement, heretofore reserved to the Grantor herein by deed recorded in Book 10326, page 268, of Official Records of said Los Angeles County, for a storm-water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot A of Tract 7540 described as Item 5 (a)(1) above, and lying to the North of a certain three (3) foot easement for an electrical conduit described in said recorded deed, between said last-mentioned easement and a straight line drawn from the Northeasterly corner of said portion of Lot A, Westerly, to intersect the Westerly line of said portion of Lot A at a point distant 7.60 feet Southeasterly from the Northwesterly corner of said portion of Lot A.

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

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

Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence North 09°00'00" East along the Easterly line of Lots 14 and 15 in said Block 1730, 190 feet to the most Easterly corner of said Lot 15, said corner being a point in the Southerly right-of-way line of Via Campesina; thence South 44°00'00" East along said right-of-way line, 10 feet to the beginning of a curve concave to the Northeast and having a radius of 309.17 feet;

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

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

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

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

Beginning at the Northwesterly corner of Lot 1 in Block 1630 of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County; thence North  $45^{\circ}18'36''$  East along the Northwesterly boundary of said Lot 1, 213.70 feet to the most Northerly corner thereof; thence South  $60^{\circ}37'10''$  West 123.53 feet to a point in said Lot E; thence South  $26^{\circ}16'40''$  West 100.02 feet, more or less, to the point of beginning, enclosing an area of 0.08 acre, more or less.

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

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

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

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

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

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

2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 2, recorded in Book 2698, page 290, in Declaration No. 4, recorded in Book 2966, page 248, in Declaration No. 5, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2779, page 114, and in Declaration No. 12, recorded in Book 4803, page 175 of said Official Records (said Declarations having been executed by said Bank of America); and in Declaration No. 27 (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 8134, page 261 of said Official Records; and in Amendment No. 3 to said Declarations Nos. 2, 4, 5 and 6, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declarations <sup>Nos.</sup> 5 and 6, recorded in Book 5583, page 28 of said Official Records (said Amendments having been executed by said Bank of America); and in those certain conveyances executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 and in Book 4459, page 123 of said Official Records, executed by said Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 7372, page 276 and in Book 9357, page 253 of said Official Records, and executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 11605, page 164 and in Book 13900, page 308 of said Official Records, whereby there was estab-

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

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

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

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

(b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed.

(c) That rights-of-way for road purposes are reserved upon and across Item 5 (a) of said realty to provide access to certain streets from properties of the Palos Verdes Water Co., as follows: (1) to Via Pinale from "Pump House No. 5" whose location is described in paragraph (2) under said Item 5 (a); to Via Ramon or Via Campesina from "Main Pressure Break" whose location is described in paragraph (3) under said Item 5 (a); and (3) to Lot H of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County, over which lot a further right-of-way continues to Via Rincon, from "No. 5 Reservoir" whose location is described in paragraph (4) under said Item 5 (a).

(d) (1) That a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lots P and Q of Tract 6885, as per deed dated February 6, 1925 from Grantor herein to Southern California Edison Co.

(2) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over said Lot Q of Tract 6885 and said Lot A of Tract 7540, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.; and also in and over said Lots B and E of Tract 7540, as per deed dated September 7, 1932 from Grantor herein to said Edison Co.

(3) That non-exclusive easements are reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot Q of Tract 6885, said Lots A, B and E of Tract 7540 and said Lot A of Tract 10624, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.; and also in and over said Lot B of Tract 7540 as per deed dated September 7, 1932 from Grantor herein to said Telephone Co.



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

5. That, except as provided in paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes.

6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth.

7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, and in that certain section, entitled "Modification of Restrictions", of Declarations Nos. 2, 4, 5, 6, 12 and 27 of Establishment of Local Protective Restrictions hereinabove referred to.

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

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

IN WITNESS WHEREOF, PALOS VERDES HOMES ASSOCIATION has caused this deed to be duly executed, by its officers thereunto duly authorized, this ~~14<sup>th</sup>~~ day of June, 1940.

PALOS VERDES HOMES ASSOCIATION

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

Harman Cook  
Chairman

Val E. Miltenberger  
Vice President

Everett M. York  
Secretary

STATE OF CALIFORNIA )  
                                  ) ss:  
COUNTY OF LOS ANGELES )

On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Val E. Miltenberger ~~Eric B. Bray~~, 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.

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