

March 12, 2013
7:30 P.M.
Council Chambers of City Hall
340 Palos Verdes Dr. West
Palos Verdes Estates



**AGENDA
OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
PALOS VERDES ESTATES, CALIFORNIA**

Copies of the staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the office of the City Clerk and are available for public inspection. If applicable, materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office during normal business hours. Any person having any question concerning any agenda item may call the City Clerk to make inquiry concerning the item. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk at 310-378-0383, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

The City Council welcomes and encourages public participation at the Council meetings; however, to allow for the orderly progression of business, each person wishing to comment or make a presentation shall be limited to three (3) minutes. Anyone wishing to address the City Council shall fill out a green speaker's card available at the end of each row in the Chambers. The card permits the City to identify persons for purposes of City Council minute preparation. Please see specific agenda sections below for any other requirements related to meeting participation. The City Council, at the direction of the Mayor with concurrence of the Council, may modify the order of items shown on the agenda.

**NEXT RESOLUTION NO. R13-12
NEXT ORDINANCE NO. 13-703**

CALL TO ORDER

CITY COUNCIL AGENDA
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PLEDGE OF ALLEGIANCE

ROLL CALL (7:30 PM)

MAYOR'S REPORT - MATTERS OF COMMUNITY INTEREST

CONSENT AGENDA (ITEMS 1 - 6)

All items under this heading are considered to be routine and will be enacted by one motion, unless a Councilmember, staff, or member of the public requests that an item be removed for separate discussion. Any item removed from the Consent Agenda will be considered immediately following the motion to approve the Consent Agenda.

1. Waive Further Reading

Recommendation: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading or adoption on second reading.

2. City Council Minutes of February 26, 2013

Recommendation: Review and Approve.

3. City Treasurer's Report - February 2013

Recommendation: Receive and File.

4. Amended Special Event Application by the Palos Verdes Art Center to Hold its Annual "Homes Tour Extraordinaire" on Friday and Saturday, April 12-13, 2013

Recommendation: It is recommended that the City Council approve the Amended Special Event Application allowing the Palos Verdes Art Center to hold its annual "Homes Tour Extraordinaire" at three residential properties within City limits on Friday and Saturday, April 12-13, 2013 from 10:00 a.m. to 4:00 p.m.

5. Special Event Application for the Lunada Bay Homeowners Association to Hold its "Earth Day" Event on Sunday, April 21, 2013, on the Paseo Lunado Green Between Palos Verdes Drive West and Via Rivera and to Post Signs Promoting the Event

Recommendation: It is recommended that the City Council approve the Lunada Bay Homeowners' Association's request to hold an "Earth Day" event on Sunday, April 21, 2013 from 11:00 a.m. to 4:00 p.m. on the Paseo Lunado Green between Palos Verdes Drive West and Via Rivera and to allow the posting of signs to promote this event.

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6. Special Event Application for the American Diabetes Association to Hold its "Tour de Cure" Cycling Event Scheduled for Sunday, April 28, 2013 from 7:00 a.m. to 12:00 p.m.

Recommendation: It is recommended that the City Council approve the Special Event Application allowing the American Diabetes Association's "Tour de Cure" cycling event to travel through Palos Verdes Estates on Sunday, April 28, 2013 from 7:00 a.m. to 12:00 p.m.

COMMUNICATIONS FROM THE PUBLIC

This portion of the agenda is reserved for comments from the public on items which are NOT on the agenda. Due to state law, no action can be taken by the Council this evening on matters presented under this section. If the Council determines action is warranted, the item may be referred to staff or placed on a future Council agenda.

PUBLIC HEARINGS - 7:30 PM

All persons addressing the City Council during public hearings shall be limited to three (3) minutes for comment, except for an Appellant/Applicant, which shall be provided five (5) minutes for presentation and rebuttal.

7. ZC-2-13; Consideration of a Zone Change for the Property Located Adjacent to 900 Via Panorama (Lot A) from Open Space to R-1 Single Family Residential; Tract 7540

Recommendation: It is recommended that the City Council open the public hearing, receive public input, close the public hearing and approve the application if it is determined in light of whole record that it can make the findings required for approval. If the City Council wishes to approve the zone change, it must first introduce the associated ordinance and then vote to approve the ordinance at a subsequent City Council meeting.

OLD BUSINESS

8. PC-355-12; Application to remove 1 Carob Tree located in the parkway adjacent to 453 Via Almar.

Applicant: Brian and Dominique Pheiffer
452 Via Almar
Palos Verdes Estates, CA 90274

Parklands Committee Recommended Action: Denied (3-2, Chooljian and Schoenheider dissenting).

NEW BUSINESS

STAFF REPORTS

9. City Manager's Report

DEMANDS

10. Demands of March 12, 2013

Recommendation: Authorize Payment of Motions #1 and #2.

- a. Motion #1 - Payroll Warrant of March 1, 2013
- b. Motion #2 - Warrant Register of March 12, 2013

MAYOR & CITY COUNCILMEMBERS' REPORTS

ADJOURNMENT TO TUESDAY, MARCH 26, 2013, IN COUNCIL CHAMBERS OF CITY HALL FOR THE PURPOSE OF A REGULAR MEETING.

- *This City Council meeting can be viewed on Cox Cable, Channel 35, Wednesday, March 13, 2013 at 7:30 p.m., and Wednesday, March 20, 2013, at 7:30 p.m.*

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the City Hall Bulletin Boards located by front door and inside adjacent to Council Chambers located at 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274, Palos Verdes Golf Club, and Malaga Cove Library not less than 72 hours prior to the meeting in accordance with Government Code Section 54954.2. Dated this 8th day of March, 2013.

Vickie Kroneberger, CMC
Executive Assistant/Deputy City Clerk

Agenda Item #: 2
Meeting Date: March 12, 2013

**DRAFT MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
PALOS VERDES ESTATES, CALIFORNIA**

February 26, 2013

A regular meeting of the City Council of the City of Palos Verdes Estates was called to order this day at 7:30 PM in the Council Chambers of City Hall by Mayor Bird.

PLEDGE OF ALLEGIANCE

ROLL CALL (7:30 PM)

PRESENT: Mayor Bird, Mayor Pro Tem Goodhart, Councilmember Humphrey, Councilmember Perkins, Councilmember Rea

ABSENT: None

ALSO PRESENT: Interim City Manager Dreiling, Chief Eberhard, Public Works Director Rigg, City Treasurer Sherwood, City Attorney Hogin, Exec. Asst./Deputy City Clerk Kroneberger

MAYOR'S REPORT - MATTERS OF COMMUNITY INTEREST

Henry Wind, California Water Services, provided a brief history of the utility which was established in 1927; they are monitored and rates are established by the PUC. He said the topography on the hill is complex; there are 105 pressure zones. A rate case was submitted in July 2012 to the PUC, which includes suggested capital improvements. Pursuant to a public hearing in Carson this April, the PUC will make their determinations and a new rate is expected to be approved and effective January 1, 2014. Currently, customers that pay \$92.49 for 22 cu. ft. usage would pay \$105.99 (a 14.5% increase); however, approval for less than that is expected. Water main replacements, purchase of property for an additional 3 million gallon reservoir, a pumping station with backup generator, pump and motor replacements for existing pump stations, and fire hydrant upgrades are among improvements in the rate case that will directly affect PVE. The largest cost Cal Water incurs is for water, purchased from the Metropolitan Water District, and moving it up the hill.

Mayor Bird confirmed that Cal Water requested approval for replacement of 6500 feet of water line on the hill for next year; 1500 ft. of line is expected (or ~1/2%) exclusively for PVE. Mr. Wind said they usually replace ~1500 ft. per year throughout the entire hill. Mayor Bird said Cal Water should be more aggressive; Mr. Wind agreed that the commission needs to be convinced and asked for the public and Council's assistance. He said the letter sent by the City was forwarded to the

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PUC to assist in their goal and another letter for rebuttal testimony to the PUC may be requested. He confirmed with Mayor Bird that we owe our customers a strong water system that's reliable and they will try to strike a balance; Mayor Bird stressed infrastructure improvements are important to the City.

MPT Goodhart commented that Cal Water responded quickly when there was a water main failure on PV Drive North late last year. He said they've testified to PUC regarding SCE's rate case. Mr. Wind confirmed that Cal Water is very small in comparison to SCE, but companywide \$125,000,000 is the annual capital improvement budget; about 20% is allocated for our district. With 92,000 South Bay water connections, MPT Goodhart suggested that the South Bay COG can coordinate a regional response to the PUC to achieve more infrastructure investment. MPT Goodhart stressed that earthquake preparedness is also important to address.

Councilmember Perkins confirmed with Mr. Wind that infrastructure projects would be prioritized following a settlement discussion with the PUC. She confirmed all water is purchased from MWD; our storage capacity in the event an earthquake or other emergency is ~ 30,000,000 gallons; Cal Water is asking to add storage for an additional 3 million gallons. Depending on the time of year and other factors, Mr. Wind said there is ~1/2 day water supply available in the event of an emergency.

Councilmember Rea asked how much money is in their capital reserves to address an emergency event. Mr. Wind responded that funds should not be an issue because they have a good credit rating and access to funds, but area access, manpower, and availability of materials would be the issue in the event of an earthquake. An EOC in San Jose would be set up for a Southern California event.

Councilmember Humphrey concurred that communicating a more aggressive campaign is needed for our area.

CONSENT AGENDA (ITEMS 1 - 6a-i)

On motion of MPT Goodhart, seconded by Councilmember Rea, Council approved CONSENT AGENDA (Items 1 – 6a-i), by unanimous oral vote, except for Item #4a, which was removed from consent at the request of the applicant and continued to the City Council Meeting of March 12, 2013; Item #5b, which was removed from consent at the request of resident Dan McIntyre for separate discussion; and Councilmember Humphrey recused herself from voting on Item #5a, citing potential conflict of interest.

1. WAIVE FURTHER READING
2. CITY COUNCIL MINUTES OF FEBRUARY 12, 2013
3. RESOLUTION R13-11; ESTABLISHING A JOB DESCRIPTION AND SALARY FOR A PART-TIME FINANCE DIRECTOR AND APPROVAL OF AN EMPLOYMENT AGREEMENT WITH JUDY SMITH
4. PARKLANDS COMMITTEE MEETING ITEMS OF FEBRUARY 11, 2013

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- a. *Item 4a was removed from the Consent Agenda at the request of the applicant; Council continued the matter to their Regular Meeting of March 12, 2013.*

PC-355-13; APPLICATION TO REMOVE 1 CAROB TREE LOCATED IN THE PARKWAY ADJACENT TO 453 VIA ALMAR

Applicant: Brian and Dominique Pheiffer
452 Via Almar
Palos Verdes Estates, CA 90274

Parklands Committee Recommended Action: Denied (3-2, Chooljian and Schoenheider dissenting).

- b. Tree Management Policy review.
Action: Approved.
- c. Conceptual Design for the center median at Palos Verdes Drive West and Yarmouth Road.
Action: Approved. Staff directed to procure a consultant to develop design documents.
- d. Conceptual design for the City entrance at Montemalaga.
Action: Approved. Staff directed to procure a consultant to develop design documents.

5. TRAFFIC SAFETY COMMITTEE MEETING ITEMS OF FEBRUARY 13, 2013

- a. Traffic calming application for the 1500 block of Via Coronel.
Action: Recommend that Staff develop specific traffic calming alternatives and bring back a report to the Traffic Safety Committee.
Approved
- b. *Item 5b was removed from the Consent Agenda for separate discussion at the request of resident Dan McIntyre.*

MOTORIST VISIBILITY OF TRAVEL LANES ON PASEO DEL MAR BETWEEN PALOS VERDES DRIVE WEST AND PASEO LUNADO

Director Rigg said this item was regarding visibility concerns on the wide roadway of Paseo Del Mar in foggy conditions. The Traffic Safety Committee (TSC) said enhanced center lane striping was warranted at the curb areas at the south end of Paseo Del Mar, south of Paseo Lunado. The City traffic engineer said there is some non-standard striping in that area and recommended raised reflectors.

Dan McIntyre, Cloyden Road resident, said there is no accident record that justifies making changes, purporting that reflectors will increase speeding on the street.

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Mayor Bird confirmed with Director Rigg that the recommendation was to create a very clear and distinct line to follow down the middle of the road; in fog it is easy to lose sight of the center line and the curb. The application was triggered by a resident that ran off the road in the fog and was not able to safely traverse it. He said Mr. McIntyre is correct, but the visible center line stripe is more of a safety matter, and he didn't think it would create significantly increased speeds.

Councilmember Humphrey confirmed with Director Rigg that there have been two reported collisions related to this issue; the raised markers and center line striping would keep drivers on the roadway and on the right side of the road.

MPT Goodhart confirmed the location for proposed enhancements would begin at the 1300 block of Paseo Del Mar where it intersects with PV Drive West, down to Paseo Lunado. Director Rigg said that on the straight section of the road the raised reflectors are not warranted, and confirmed Mr. McIntyre was correct about speeding on the downhill slope. Illumination would target drivers to the center of this, the widest, street in the City. Director Rigg said he did not recall the last speed survey conducted or having heard complaints of speeding on this street.

Councilmember Perkins said given concerns about visibility during foggy conditions, the TSC recommendation seems reasonable, although she understood the speaker's concerns regarding speed safety issues. Councilmember Rea concurred with the traffic engineer's assessment of conditions and the TSC's recommendation, and he did not think speeds would increase. Councilmember Humphrey agreed; she visited the site and the issue was thoroughly vetted.

On motion of Councilmember Humphrey, seconded by Councilmember Perkins, Council approved the recommendation of the Traffic Safety Committee to: 1) install raised reflective pavement markers on Paseo Del Mar in the vicinities of Chelsea Road and Avenida Mirola; and, 2) replace the obsolete single yellow centerline striping on Paseo Del Mar at various intersections with standard double yellow centerline striping, by unanimous oral vote.

- c. Review of speeds and possible traffic calming on Palos Verdes Drive West at south City Limit.
Action: Recommend no action at this time pending outcome of upcoming Citywide speed zone surveys.
Approved
- d. Review of traffic safety in the area of the Palos Verdes Intermediate School.
Action: Recommend that Staff: 1) evaluate the feasibility and cost of constructing a pedestrian path between 1241-1257 Via Romero; 2) Remove shrubs obstructing pedestrians at 2160 Via Olivera; and, 3) continue developing solutions to enhance safety and mobility in the vicinity of PVIS.
Approved

6. PLANNING COMMISSION ACTIONS OF FEBRUARY 19, 2013

- a. NC-1456/GA-1499/M-892-12; Consideration of Neighborhood Compatibility, Grading and Miscellaneous Applications for a new single family residence located

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at 4439 Via Pinzon. Lot 33 & a portion of Lot 32, Block 6334, Tract 7143.
 Owner: Mr. & Mrs. Brett Keshtkar
 Approved with standard conditions.

- b. M-889-12; Consideration of a Miscellaneous Application for a structure exceeding the allowable height at the single family residence located at 968 Via Rincon. Lot 5, Block 1731, Tract 7142.
 Owner: Darren Moore
 Approved with conditions.
- c. NC-1461/M-900-12; Consideration of Neighborhood Compatibility & Miscellaneous applications for a new single family residence located at 2312 Paseo Del Mar. Lot 4, Block 2212, Tract 6888.
 Owner: Simon & Yueh Hsieh
 Approved with conditions.
- d. NC-1462/GA-1503-12; Consideration of Neighborhood Compatibility & Grading applications for a new single family residence located at 2308 Via La Brea. Lot 3, Block 1651, Tract 7330.
 Owner: Michael & Gina Mulligan
 Approved with conditions.
- e. NC-1463-13; Consideration of a Neighborhood Compatibility application for additions to the single family residence located at 2333 Chelsea Road. Lot 14, Block 2212, Tract 6888.
 Owner: Sean Armstrong
 Approved with conditions.
- f. NC-885R-13; Consideration of a Revised Neighborhood Compatibility application for the single family residence located at 2808 Paseo Del Mar. Lot 3, Block 2235, Tract 7144.
 Owner: Scott & Sue Kidman
 Approved with conditions.
- g. NC-1251R-13; Consideration of a Revised Neighborhood Compatibility application for a new single family residence located at 4016 Via Nivel. Lot 5, Block 6319, Tract 7143.
 Owner: Chris & Tisha O'Dowd
 Approved with conditions.
- h. M-901-12; Consideration of a Miscellaneous Application for a new structure at the single family residence located at 2573 Palos Verdes Drive West. Lot 9, Block 2317, Tract 6888.
 Owner: Andrew Sheng
 Approved with conditions.

- i. M-903-13; Consideration of a Miscellaneous Application for a non-standard encroachment at the single family residence located at 1729 Via Coronel. Lot 2, Block 4, Tract 7334.
Owner: Rich & Liz Umbrell
Approved with conditions.

COMMUNICATIONS FROM THE PUBLIC

Anton Wijenayake, resident, spoke regarding impervious water flow and drainage. He indicated the manner of calculations which led to the approval of installation of a riprap structure adjacent to his property on Via Acalones were inaccurate. He did not agree that a riprap design that indicates water flow is good is appropriate and desired further discussion and consideration.

PUBLIC HEARINGS - 7:30 PM

7. PROTEST HEARINGS OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTIES IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION FOR THE ABATEMENT THEREOF

Deputy City Clerk Kroneberger confirmed that public notice was given.

Planning Director Rigg reported that at the February 12th Council meeting, the County Agricultural Commissioner's Office provided the City with their annual list for weed abatement proceedings. The Council reviewed the list and declared the properties a seasonal and recurrent public nuisance. The required public hearing allows unimproved property owners the opportunity to protest the assessment on their property; however, there are usually no protects because of the low cost to abate. Similarly, property owners have been notified and asked to achieve the required clearance standards on improved properties. The process calls for the Fire Department to visit the listed properties in June and return to the City for authorization to fine for any violations found. There is no budget impact to the City.

Mayor Bird opened the public hearing. No one came forward to speak. Mayor Bird closed the public hearing.

On motion of Councilmember Rea, seconded by MPT Goodhart, City Council, in accordance with Resolution R13-05 for unimproved properties, adopted a minute resolution directing the County Agricultural Commissioner Office (CACO) to inspect and abate weeds, brush, rubbish, and refuse as necessary on unimproved lots contained in the list; and in accordance with Resolution R13-06 for improved properties, directed the LACFD to inspect all improved properties before affirmation of the final list by unanimous oral vote.

OLD BUSINESS

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NEW BUSINESS

8. DEVELOPMENT OF A REQUEST FOR PROPOSAL FOR TRAIL CONSULTING SERVICES FOR IMPROVEMENTS TO THE "BACKBONE TRAIL"

Director Rigg reported Council budgeted \$100,000 this year and for the next fiscal year to fund enhancement projects in the City. The Parklands Committee (PC) reviewed extensive projects - The Trails Project being one. The Trails Group presented desired enhancements for City trails and the PC ranked it a priority project. Some trails are asphalt, decomposed granite, and many are dirt. There is no master plan for trails in the City, no standards for trail services; and a consultant is sought to assist. PC determined the scope of the work at their January 14th meeting after hearing testimony from the Trails Group, consultants and residents. Staff was directed to develop an RFP for development of improvements of the "Backbone Trail" --beginning near Apsley Road through the upper section of Bluff Cove, which intersects upper Paseo Del Sol through parkland and to the intersection of Paseo Del Sol on Via Del Monte. It proceeds down the fire road to Campesina bridge, then proceeds west to the edge of PVGC, through sand dunes and ends at end of Via Tejon. The PC reviewed the RFP on February 11th--signs were posted to encourage public participation and testimony expressing support and concerns were heard at the meeting. Specific enhancements were not discussed by the PC. Public concerns included impacts to parking, privacy, security, increases in illegal activity, liability, trash, and increased issues with dog walkers and cyclists. The PC supported the RFP, but to include consideration of these impacts. The scope of services would include conceptual recommendations for PC review. Identified improvements would then be incorporated into design documents. He said there was testimony regarding the Olmsted's intent; this is a logical implementation of their dreams and visions and that trails were intended for pedestrian access. The PC wishes to blend the historical intent with the concerns expressed by the community. The PC was also aware that the Olmsted's vision could not have anticipated misuse of the parklands and impacts from vehicles.

Councilmember Rea asked if the \$5000 cost estimate presented in November is still anticipated. Director Rigg said it depends on the scope; he would not discuss costs with any consultants until Council provides direction.

Councilmember Humphrey confirmed with staff that "Backbone Trail" is an existing trail; the issue is to have a consultant provide ideas and suggestions. She said if they go forth with the RFP, she asked staff to clarify the process. Director Rigg said they would obtain proposals, return to the PC with recommendations, select a consultant who would provide conceptual improvements, then return again to the PC at a public meeting. The PC would make recommendations for Council approval. Director Rigg clarified that the trail exists in most locations; an area above lower Paseo Del Sol is asphalt and some of it is actually fire road, but it is a contiguous walking path.

Councilmember Perkins asked if the Apsley Trail is it part of the Backbone Trail. Director Rigg said that the section that comes up from Apsley is used to act as a fire road. Over a period, a group illegally cut-in the connecting portion of the trail there, but it exists and staff had no direction to eliminate it. Councilmember Perkins said this was not part of the Olmsted vision; it has been created within the last few years. Director Rigg said trails make logical connections, but he has

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seen nothing written.

Councilmember Perkins, in absence of a master plan for trails or a policy within the City, asked if engaging a consultant to develop a master trails policy was considered, instead of developing this plan in isolation. Director Rigg said yes; a master plan of trails was discussed. Consultants estimated costs from \$100-\$300,000 to develop a master plan. This trail project is smaller in scope.

MPT Goodhart asked if anything specific to trails, other than pathways, were part of the Olmsted vision, noting that the “Backbone Trail” bisects the City and asked how it came to be. Director Rigg explained that the area that was cut through was envisioned many years ago as part of a loop trail on the Peninsula by another city; he had never heard it being conceptualized previously. Director Rigg said there are a number of rights of way ~25 ft. wide that go between individual streets, such as Apsley Path and La Selva Path; they were set up as walking trails between homes. MPT Goodhart asked why this trail was selected. Director Rigg said The Trails Group of residents identified this as a wonderful trail and they asked for this to be focused on, and confirmed it is the most prominent in the City.

Mayor Bird asked if there is a policy to prohibit illegal activity of cutting-in trails. Director Rigg said yes, if they are caught, they can be cited. He said it is hard to catch them. Mayor Bird asked if once an illegal path is established if it’s ever returned back to its native condition. Director Rigg confirmed that the City does not have such a policy.

The following persons voiced their concerns and were against the trail enhancements and the RFP, identifying various impacts:

Ned Cook, near Chino path - invasion of privacy caused by foliage cut to open the trail; increased pedestrians and criminal element.

Joan Ernster, Via Somonte, impacts to Paseo Del Sol - littering and peeping toms; security impacts.

Al Sattler, RPV, Sierra Club - an entomologist identified disturbance to endangered insect at Malaga Dunes.

George Sweeney, Via La Selva – impacts of numerous hikers from outside the community causing additional safety, security, parking, fire safety, hiker carelessness and/or arson impacts.

Steve Van Sicklin, Paseo Del Sol - added exposure to private property, increased access to power lines, trees planted to direct those to walking trails, danger of steep slopes, and threats to neighbors.

Jess Morton, San Pedro, PV Audubon – impacts to species of vegetation and insects on ancient dune system.

Timor Tecimer, Via Visalia, disagreed with process and initiation of this study, increased litter and crimes, ADA issues; suggested additional maintenance to existing paths.

Brian Connors, Via Tejon – abuse of trailhead of ancient dunes, BMX bikers, graffiti, waste of

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money.

Julie Lee, Via Tejon – security, trespassers, trash and broken bottles.

Carol Gregory, Via Somonte – difference between fire roads and trails, desecration caused by enhancement; supported clean up.

Jackie Clark, Paseo Del Sol - opposes trail behind and at side of her home; impacts caused to parkland privacy, safety and trash already an issue.

Fred Gregory, Via Somonte - opposed expansion and promotion for increased use, no Olmsted concept for trails, fire, fire impacts.

Jack Mott, Via Ramon – privacy, traffic, liability impacts caused by addition of new spur/loop on Via Ramon and Pinale, privacy, taxing police resources, supporters that do not have trail in their backyard.

Dick Luciani, Via Elevado – exposure and privacy impacts.

Ron Paolucci, lower Paseo Del Sol - privacy, security and property values impacted; meetings not heard about.

Gerald Fein, Paseo Del Sol - supported only hiking in areas devoid of houses and open areas; privacy, crime, and littering impacts.

Joyce Fein – safety, crime, vandalism, trash, elicit activity, traffic; supported maintenance, not improvement.

Emile Fiesler, Torrance - dune system at end of Backbone Trail breeding ground for rare insect.

Ken White, PVDW—portion of identified PV Loop trail not seen on Google Earth; lack of notification, hikers smoking.

Sue Connors, Via Tejon - Via Tejon trailhead crime; gang graffiti, drug paraphernalia, trash, fire ring, clogged with pedestrians, cars broken into, dogs unleashed, traffic and security issues.

Ron Proul, PVDW- spending funds on illegally cut trail that caused mudslide.

Katy Laetsch, Via Mirabel – safety, trash, graffiti, drug paraphernalia, paintball play, additional exposure to crime.

Jim D'Angelo, 2716 Via Elevado- increased recreation and its impacts while burdening residents, privacy; use fire roads.

Moyen Khaleeli, Lower Paseo Del Sol - ruined quality of life; added exposure at expense of

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residents.

Mark Harrigian, Via Horquilla - privacy and seclusion impacted; clean up existing paths.

Dean Herbrandson, Via Pinale – smoking/fires, graffiti, vandalism, safety; teens on motorcycles, late night hikers.

Nitin Bhatia, Paseo Del Sol - unrestrained access, safety and trash.

Elaine Lovell, Paseo Del Sol – supported previous speakers and residents directly affected by proposal.

Cynthia Bianchi, PVDW – parts of trail illegally built caused mudslide to New York Hill adjacent to her home; cross-cutting a disruption, supported returning parkland to its natural state; trespassing concerns. Communication about future deliberations requested.

John Clark, Paseo Del Sol - website advertising use of trails causing influx of users, added cars and foot traffic; other misconduct, safety, security, and privacy impacts; suggested further study.

The following persons spoke in support of trail enhancements and moving forward with the RFP:

Margaret McCarthy, Via Arriba, MCHA representative - supports identifying what can be done to address residents concerns; trails use would lessen traffic speed impacts, would allow for safe walking and enjoyment of community beauty.

Peter Bena, Chelsea, LBHOA – trails are large part of PVE's desirability and utilized by community. Notoriety and misinformation have fueled greater resistance; solutions can be developed and implemented.

Reid Schott, Via Lazo - pedestrian access through network of paths and trails has deteriorated over the years and has disappeared. Trails Group supports what they've called “Backbone Trail”; most sections already exist. Concerns raised by purported misinformation; a trails consultant can provide vital part of solution to address residents concerns.

Marlene Breene, Chelsea, member of LBHOA and Trails Group, said there has been public misinformation; public has been invited to meetings and “Backbone Trail” exists with documentation. A consultant would provide benefit and a study is appropriate.

Cheryl Kohr, 568 Via Almar

Mary Elwell, Paseo La Cresta, commended City for maintaining median and parkland near her home. Increased use over years makes her feels safer; it is a deterrent to undesirable elements because of community use.

Mike Lewis, Via Carrillo, trails committee member – improvement to trails make them safer. Dune area approval will utilize existing trails; rehabilitation of most trails is suggested. “Backbone Trail”

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was dubbed as such because of spine appearance.

Mark Hansen - trails provided enjoyment of nature; supports opinion of experienced consultant for trails enhancement.

Susan Chang, Via Pinale – trails are utilized by neighborhood en route to Plaza area and library with minimal problems during 30 years of residence.

Councilmember Rea asked about notification procedures for Parklands Committee Meetings. Director Rigg said there is no notification procedure as defined by Code for Parklands issues, although signs were posted near the entrances to most of the main entrances onto the path to alert the public about the discussion. The defined route of the “Backbone Trail” has a lot of variations; they were going to start with the idea of defining the improvements and then determine which trails would be included.

Councilmember Rea said \$100,000 in capital funds were allocated towards Parklands projects this year and next year. Staff and Parklands were asked for suggestions, such as beautifying the City entrance and Lunada Bay Plaza. \$200,000 was not allocated specifically to “Backbone Trail”. Director Rigg agreed, noting that the PC had identified 40 projects and they were prioritized with rough cost estimates and then considered what could be accomplished with \$200,000; ~\$60,000 was estimated available, once other projects were funded, for trail projects once they were defined.

Councilmember Rea commented that perhaps clearer direction should have been given to Parklands. He said there is not a shared vision with what to do about trails, which was made clearer by testimony heard this evening. He had considered funds could be expended on deferred maintenance, but not anything as elaborate as what has been proposed. He was surprised to hear of issues with respect to the mudslide of New York Hill, ADA compliance, fire safety, traffic, privacy and other impacts. We would need to address those issues before we go further—these unintended consequences have not been considered. He spoke of his experiences of similar issues on Temescal Canyon Road. A master plan cost for trails has not been considered. He did not support moving forward with the RFP and suggested Council consider trail system issues further, including legal liability and ADA compliance.

Councilmember Humphrey noted that MCHA Trails Group supports the proposal in light of some of the testimony of other Malaga Cove residents. Funds were made available for Parklands to consider projects brought forth by residents to enhance the City. A variety of suggestions were presented, including trail maintenance, enhancement, clean up - but they do not want to endanger privacy and safety to residents, or to attract nuisances to the City. She supported cleaning up trails and would like information presented regarding clean up of existing trails. She was not interested in marketing our trails, but making sure they are safe for our residents. She concurred that it is hard to catch perpetrators of cutting illegal trails, and urged residents to report any such activity on Parklands. She did not support approval of the RFP and wished to see additional advice on the trails issue.

Councilmember Perkins said that when she was on the Parklands Committee she was shown trails that have kept for our residents; we don't publish trail maps. As she became more aware, she

CITY COUNCIL
February 26, 2013

appreciated how special the trails are, including an appreciation for the fire road paths. With the (Prop A) grant from Supervisor Knabe's office, it provided the genesis for further enhancements, and a lot of needs were identified. From this sprang allotting funds for beautification projects. She agreed more direction should have been provided to Parklands; with testimony and letters, it is clear we need to consider a policy for trails and pathways that includes review of issues and impacts. She said restoring small pathways can be considered. She agreed taking a step back is appropriate, considering the residents who live adjacent to these trail areas to make sure nothing is done to lessen their quality of life.

MPT Goodhart thanked everyone who provided informative testimony and materials. He thanked MCHA and LBHOA Trails Committee for suggesting ways to make our pathways safe. He noted some improvements have already been made to improve the safety of some of the pathways between our streets. He spoke of a discussion regarding the City boundary trail between Hollywood Riviera and PVE in the eighties; a decomposed granite pathway was not supported because privacy and similar concerns mentioned this evening were identified. He said *The Palos Verdes Story* publication said Olmsted may have considered some trails, but noted that there were no trees or foliage back then. He said the pathways were used by residents to go between schools, residents' homes, Malaga Cove Plaza, and Valmonte. He said our City is not like RPV and trail projects done by the PV Land Conservancy. He spoke of his internet search on trails and only 3 were identified in the City. He agreed it's important to make our trails safe; cost issues have been raised and he opined a master plan or engagement of a consultant is premature. Cost of maintenance has not been discussed and enforcement of illegal trail creation; we don't have resources to work a network of trails and need to impress that upon the Parklands Committee. The notification system can be enhanced to provide additional opportunities for residents to share their thoughts. He did not support approval of the RFP.

Mayor Bird thanked residents who came to speak this evening. He said we can do a better job in communicating Parklands issues with our residents, and policing our Parklands. He spoke of his experience with trash and items found on the trails, including medicinal pot containers. He said we can do better.

Mayor Bird said illegal activity should be reported to police, and supported an ordinance limiting access hours to parklands; no one should be on parklands after dark doing illegal things. He supported resources for additional policing. This is not the first time this issue has been considered by Council. Years back, a concept had been recommended by RPV to have a connecting trail system. Then Mayor Gralow wrote that the City would not consider extending, changing or adding trails, and he agreed. He said additional guidance could have been given to the Parklands Committee. We can do a better job of being responsive and protecting the privacy and safety of our residents; our #1 purpose. He said trail advocates have communicated the importance of trails to the Parklands Committee; but people most affected were not part of the process and hadn't weighed in. Consensus was to not favor an RFP for trail consulting services. He suggested development of a policy for long range issues and prioritizing trails with the opportunity for members of the public to weigh-in.

On motion of MPT Goodhart, seconded by Councilmember Rea, Council denied the recommendation of the Parklands Committee to draft a Request for Proposal for trails consulting

CITY COUNCIL
February 26, 2013

services and advertise for proposals for improvements to the “Backbone Trail” by unanimous oral vote.

Mayor Bird called a recess at 10:37 p.m. and reconvened the meeting at 10:43 p.m. Director Rigg departed the Chamber.

9. CONSIDERATION OF AWARD OF PROFESSIONAL SERVICES AGREEMENT TO CONDUCT AN ANALYSIS OF SERVICE DELIVERY OPTIONS--BUILDING, PLANNING, PUBLIC WORKS ADMINISTRATION SERVICES

ICM Dreiling reported that pursuant to Council’s direction, staff issued an RFP for the conduct of a study to assess and determine whether the City’s Building, Planning, and Public Works departments are best served with contract employees, in-house employees, or a combination thereof. Three responses were received. The low bid (\$23,000) came in from the Matrix Consulting Group, which is within budget for this purpose. Judy Smith, along with Council subcommittee members Goodhart and Perkins interviewed Matrix VP Gary Goelitz and were satisfied with Matrix’ qualifications for this assignment. The professional services agreement is to develop a baseline comparison of costs of service using in-house staff, exclusively; provide job descriptions and salary ranges for in-house employees; recommend the ideal organizational design; and recommend how to structure a contract if recommendation is to retain all or some contract services.

Brent Flynn, resident, thanked Councilmembers Perkins and Goodhart for their work in selecting this consulting firm based on their emphasis of good practices for management service contracts. He referred to a similar study of the CAA contract and the Ralph Andersen & Associates 1995 report, which concluded a lack of qualitative oversight, money savings for in-house services, and concerns regarding not having City staff to assign workload and monitor fiscal control. He said these services have not gone out for public bid for 27 years, and supported an updated analysis.

MPT Goodhart said it was determined Matrix has the relevant experience to do the job per their interview and they've had local experience with cities of similar size. He said they are focusing on if we need to have City employees to manage this process, in addition to some support from an outside contractor, or other options. He said he was impressed with how Matrix is in tune with evolving cities--dealing with issues of sustainability, impacts of climate change, land use planning, etc. He said population growth is also a concern and how it would affect the City in context of housing elements, and technological changes—these are things that can be done electronically to save costs; all important ideas to pursue.

Councilmember Perkins said Matrix will go beyond study of how current services are structured; they will look at mix to be sure have the best mix for our City going forward as far as structure and function. He said they were assured that senior personnel with experience, who will provide boots-on-the-ground services, will conduct the analysis and make recommendations. Judy Smith will be their point of contact for the City, and they will be present when a proposal is presented to Council.

Councilmember Rea asked about the timing of this process. Councilmember Perkins said if Council awards the contract this evening, Matrix says they will proceed with their analysis on

CITY COUNCIL
February 26, 2013

March 1st, and will report to Council no later than June.

Councilmember Rea concurred that it is appropriate to have proper management and oversight to be sure we will have an efficient and effective organization.

Mayor Bird commended the subcommittee for their work.

On motion of Councilmember Rea, seconded by MPT Goodhart, Council approved the award of a Professional Services Agreement to Matrix Consulting Group in the amount of \$23,000 to conduct an analysis of service delivery options for Building, Planning, and Public Works Administration by unanimous oral vote.

STAFF REPORTS

10. CITY MANAGER'S REPORT

Interim City Manager Dreiling thanked Council for having the faith and trust to call upon him to return to the City's service. He said Mayor Bird said Council called upon him for his stability and leadership skills.

DEMANDS

11. DEMANDS OF FEBRUARY 26, 2013

On motion of Councilmember Rea, seconded by Councilmember Humphrey, Council approved payment of Motion #1 – Payroll Warrant of February 15, 2013, totaling \$229,203.54; and Motion #2 – Warrant Register of February 26, 2013, totaling \$824,042.70, by unanimous oral vote.

MAYOR& CITY COUNCILMEMBERS' REPORTS

MPT Goodhart reported on his attendance at the PVPUSD Kelly Johnson Field House ribbon cutting ceremony today; Mr. Johnson is a retired school district employee.

ADJOURNMENT

Mayor Bird adjourned the meeting at 11:00 p.m. to Tuesday, March 12, 2013, in Council Chambers of City Hall for the purpose of conducting a Regular Meeting.

CITY COUNCIL
February 26, 2013

RESPECTFULLY SUBMITTED,

**VICKIE KRONEBERGER,
EXECUTIVE ASSISTANT/DEPUTY CITY CLERK**

APPROVED BY:

GEORGE F. BIRD, JR., MAYOR

DRAFT

**CITY COUNCIL
February 26, 2013**



MEMORANDUM

Agenda Item: 3
Meeting Date: March 12, 2013

TO: DANIEL DREILING, INTERIM CITY MANAGER *dd*
FROM: JOSEPH C. SHERWOOD, JR., CITY TREASURER *JCS*
SUBJECT: TREASURER'S REPORT ON CASH BALANCES – FEBRUARY 2013

Conclusion and Recommendation:

It is recommended that the City Council receive and file the report.

**CITY OF PALOS VERDES ESTATES
TREASURER'S REPORT ON CASH BALANCES - FEBRUARY 2013**

GENERAL LEDGER - CASH BALANCES:

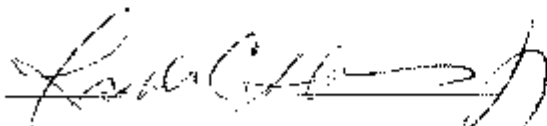
GENERAL	8,157,751.49
GAS	147,230.20
DRUG	80,953.71
CLEEF	-
SLESF	105,450.56
SPECIAL PROJECTS	646,614.66
CORRECTIONS	6,584.83
FIRE ASSESSMENT DISTRICT	66,684.01
TRANSIT PROP A	443,465.97
MEASURE R	114,899.87
TRANSIT PROP C	107,551.88
CAPITAL IMPROVEMENT	9,211,460.32
STABLE OPERATING	159,318.45
EQUIPMENT REPLACEMENT	2,671,355.33
INSURANCE	1,067,279.94
DEPOSITS	153,340.17
A D 21 BOND RES	-
ENT P/A STABLE	(169,191.00)
SEWER FUND	5,977,742.86
POLICE PROPERTY/EVIDENCE	12,841.37
TOTAL PER G/L	<u>\$ 28,961,334.62</u>

ADJ BOOK BALANCE	<u><u>\$ 28,961,334.62</u></u>
------------------	--------------------------------

BANK BALANCES AS OF FEBRUARY 28, 2013

LAIF	22,054,426.51
INVESTMENTS (AT COST)	5,984,500.00
MONEY MARKET	607,984.06
AFLAC - PSA	3,000.00
GENERAL CHECKING	311,224.05
PVE PARKING	200.00
	<u><u>\$ 28,961,334.62</u></u>

I certify that this report accurately reflects all City investments and complies with the investment policy of the City of Palos Verdes Estates as approved by the City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months. Respectfully submitted,



Treasurer, Joseph C. Sherwood, Jr.

3/4/13

Dated

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001
CITY OF PALOS VERDES ESTATES

www.treasure.ca.gov/pmia
-jaif
March 01, 2013

TREASURER
340 PALOS VERDES DRIVE WEST
PALOS VERDES ESTATES, CA 90274

PMIA Average Monthly Yields

Account Number:
98-19-629

Trans Type Definitions

February 2013 Statement

Effective Date	Transaction Date	Trans Type	Confirm Number	Authorized Caller	Amount
2/14/2013	2/14/2013	RW	1388871	LORI YAMASAKA	-260,000.00
2/20/2013	2/20/2013	RD	1389225	LORI YAMASAKA	1,145,000.00
2/28/2013	2/28/2013	RW	1389830	LORI YAMASAKA	-1,000,000.00

Account Summary

Total Deposit:	1,145,000.00	Beginning Balance:	22,169,426.51
Total Withdrawal:	-1,260,000.00	Ending Balance:	22,054,426.51



Account Number
6736385320

Account Name
CITY PALOS VERDES ESTATES

Account Statement

Statement Period

February 1, 2013 through February 28, 2013

Asset Detail - Principal Portfolio

Government Obligations

Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Purch	Percentage of Portfolio	Current Yield	Estimated Annual Income
Federal Govt Agency								
FEDERAL HOME LN MTS CORP 1.2000% 5/24/2017	313463VH0	1,000,000.000	1,000,000.00	1,007,810.00	100.7810 02/28/2013	10.71%	1.20%	12,000.00
FEDERAL HOME LOAN VEG CORP DTD 06/07/2012 1.30% 06/07/2017	313463WB2	1,000,000.000	1,000,000.00	1,002,680.00	100.2680 02/28/2013	16.71%	1.30%	13,000.00
FEDERAL HOME LOAN BANK 30RDS 1.050% 11/15/2017	313383VLE	1,000,000.000	1,000,000.00	1,001,190.00	100.1190 02/28/2013	16.70%	1.05%	10,500.00
FEDERAL NATL MTGE ASSN NOTES 1.000% 12/12/2017	313500S47	1,000,000.000	1,000,000.00	1,000,050.00	100.0050 02/25/2013	16.68%	1.00%	10,000.00
FEDERAL HOME LN MTS CORP 1.0000% 11/1/2013	313463B84	1,000,000.000	998,500.00	997,840.00	99.7840 02/28/2013	16.64%	1.00%	10,000.00
Total Government Obligations			\$4,998,500.00	\$5,003,600.00		63.44%	1.11%	\$55,500.00

Corporate Obligations

Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Purch	Percentage of Portfolio	Current Yield	Estimated Annual Income
Certificate of Dep-Negotiable								
GE CAP BK RCT RETAIL 1.0500% 9/21/2015	361617FG5	247,000.000	247,000.00	247,134.65	100.0353 02/28/2013	4.12%	1.05%	2,591.50
ALL YRK MIDVALE UTAH 1.1000% 10/1/2015	020002S57	247,000.000	247,000.00	248,437.30	100.5900 02/28/2013	2.41%	1.09%	2,717.00
DISCOVER BK 1.2000% 9/26/2016	254871BQ7	246,000.000	246,000.00	247,972.46	100.8140 02/28/2013	2.73%	1.10%	2,952.00



Account Number
6736305330

Account Name
CLY PALOS VERDES ESTATES

Account Statement

Statement Period

February 1, 2013 through February 28, 2013

Asset Detail - Principal Portfolio (continued)

Corporate Obligations

Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Certif rate of Dep-Negotiable								
GOLDMAN SACHS BK USA NY 1.5000 % 5/26/2017	38143AG66	246,363.000	246,000.00	249,638.34	101.4790 02/28/2013	4.17%	1.58%	3,958.00
Total Corporate Obligations			\$986,000.00	\$993,300.75		16.56%	1.23%	\$12,198.50
Total Principal Portfolio			\$5,884,500.00	\$5,898,800.75		100.00%	1.13%	\$67,898.50
Total Account Values			\$6,864,500.00	\$6,898,800.75		100.00%	1.13%	\$87,898.50

Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Market Value
2013					
2014		494,000.000	494,000.00	485,887.95	8.27%
2015		246,000.000	246,000.00	247,970.46	4.23%
2016		4,246,000.000	4,246,000.00	4,255,398.34	70.96%
2017		1,000,000.000	998,500.00	997,840.00	16.64%
2018					
2019					
2020					
2021					
2022					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	\$5,886,000.000	\$5,884,500.00	\$5,898,800.75	100.00%



MEMORANDUM

Agenda Item: 4
Meeting Date: 03/12/2013

TO: DAN DREILING, INTERIM CITY MANAGER

FROM: JOE MENDOZA, ADMINISTRATIVE ANALYST

SUBJECT: AMENDED SPECIAL EVENT APPLICATION BY THE PALOS VERDES ART CENTER TO HOLD ITS ANNUAL "HOMES TOUR EXTRAORDINAIRE" ON FRIDAY AND SATURDAY, APRIL 12-13, 2013

DATE: MARCH 12, 2013

ISSUE

Shall the City Council approve the Amended Special Event Application allowing the Palos Verdes Art Center to hold its annual "Homes Tour Extraordinaire" at three residential properties within City limits on Friday and Saturday, April 12-13, 2013 from 10:00 a.m. to 4:00 p.m.?

BACKGROUND

At its February 12, 2013 meeting, City Council approved the Special Event Application for the Palos Verdes Art Center to host its annual "Homes Tour Extraordinaire" on Friday and Saturday, April 12-13, 2013 from 10:00 a.m. to 4:00 p.m. at 2101 Paseo Del Mar and 2105 Via Visalia. A third home (217 Rocky Point Road) was removed from the application a day prior to the specified February 12th City Council meeting.

Since our February 12th meeting, the Palos Verdes Art Center has proposed a minor modification in which staff deemed it appropriate to provide an updated and amended Special Event Application for final approval by the City Council. Event organizers have modified the tour from two homes to three homes. Homes now proposed include:

- 2101 Paseo Del Mar
- 4017 Via Valmonte
- 2105 Via Visalia

Residents within 300' of the location will be notified that a home tour will be conducted in their neighborhood. A sample notification letter is attached. In addition, during Friday's event, the Police Department will not enforce the Residential Parking Permit Zone restrictions on Paseo Del Mar.

The Special Event Application has been reviewed and preliminarily approved by all municipal departments. All fees have been paid and the Certificate of Insurance and Hold Harmless Letter have been received. This event has been held in the City without prior incident.

RECOMMENDATION

It is recommended that the City Council approve the Amended Special Event Application allowing the Palos Verdes Art Center to hold its annual "Homes Tour Extraordinaire" at three residential properties within City limits on Friday and Saturday, April 12-13, 2013 from 10:00 a.m. to 4:00 p.m.

Attachment A -- Special Event Application Packet

Cc: *Police Department*
 LAC Fire Department
 Streets and Parks Department
 Ann Willens, PVAC Administrative Director

[ATTACHMENT: A]



SPECIAL EVENT APPLICATION

FEE: ^{150.00 Fee} 75.00 Deposit
PAID: ☒ Jan

CERTIFICATE OF INSURANCE

RECEIVED: 01/15/2013 Jan

INDEMNIFICATION LETTER

RECEIVED: 01/15/2013 Jan

DATE OF APPLICATION: Jan 15, 2013

CONTACT PERSON: Ann Willens

ADDRESS: 550 Deep Valley Dr Ste 261

TELEPHONE NUMBER: Rolling Hills Estates
(310) 541-2479 Fax: 310-541-9520

EVENT SPONSOR: The Circle - Palos Verdes AA Center

ADDRESS: Same TEL. NO. Same

EVENT DATE(S): April 12 & 13, 2013

EVENT HOURS: 10 am - 4 pm

EVENT LOCATION: 2105 Via Visalia, 4017 Via Valmonte,
2101 Paseo del Mar

PLEASE DESCRIBE THE SPECIAL EVENT YOU PROPOSE:

See attached

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into as of Jan 15, 2013 by and between Palos Verdes Art Center, a California (non-profit) corporation ("Organization"), and the CITY OF PALOS VERDES ESTATES, a municipal corporation ("City").

WHEREAS, pursuant to City's approval, which was given _____, 20____, Organization will be providing services/a performance at the (describe event) Homes Tour Extravaganza on 4/29/13, 2013 and, The Circle's

WHEREAS, the parties desire to assign the risk for accidents that may occur arising out of Organization's services/performance.

NOW, THEREFORE, the parties agree as follows:

1. Organization and its successors-in-interest shall indemnify, defend and hold harmless City and its elected and appointed officials, officers, employees, agents, contractors and consultants from and against any and all claims, lawsuits, judgments, liability, injury or damage which may result, directly or indirectly, from Organization's or any to its officers', employees', agents' or volunteers' actions or omissions related to the Event except for damages arising from the sole negligent or wrongful conduct of the City.
2. This Agreement shall be governed by the laws of the State of California and venue for any action by City or Organization related to this action shall be brought in Superior Court of Los Angeles County.
3. If any litigation is brought by Organization or City to enforce this Agreement, then the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.
4. The effective date of this Agreement is the date first written above.

ORGANIZATION

By: Ann Wilkens

Print name: Ann Wilkens

Its: (title) Admin Director

CITY OF PALOS VERDES ESTATES

By: [Signature]

Dan Drelling, Interim City Manager

01/10/13

Letter to surrounding residences (2105 Via Visalia, 4017 Via Valmonte, 2101 Paseo del Mar)

Dear Neighbor,

This is to inform you that The Circle, a support group of the Palos Verdes Art Center will be sponsoring the 2013 Homes Tour Extraordinaire on April 12 and 13, 2013 from 10 am to 4 pm. Your neighbors at _____ have graciously offered their home for this event.

This will be a self-driven event. Guests will be given a map as part of their ticket and will navigate between the houses. Addresses of the featured homes will only be on the ticket and will not be given to the public.

All efforts will be made on the days of the tour to reduce any inconvenience to neighbors. We will provide traffic control where needed and we are working with the city of Palos Verdes Estates and the police department to alleviate traffic and parking issues.

If you have questions or comments regarding this fundraising event, please do not hesitate to contact the Palos Verdes Art Center at (310) 541-2479.

Thank you for your anticipated understanding and cooperation. We hope to see you on the tour.

Sincerely,

The Homes Tour Extraordinaire Committee

The Homes Tour Extraordinaire 2013 focuses on the architectural work of Edward Carson Beall. There are three homes on the tour. This year the tour will be self-driven, using no shuttle busses. There will be a luncheon and boutique shopping on the grounds on the newly renovated Art Center in Rancho Palos Verdes.

This event is a major fundraiser for The Circle, one of the Palos Verdes Art Center support groups. The Homes Tour is a yearly event supplying funds for the Art Center to achieve its mission to celebrate, appreciate and create art in the South Bay community.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

#4.

1/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI of Southern California SC Lic # 0351162 29A Technology Drive Irvine, CA 92618	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Joyce Williams</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 949 790-9290</td> <td>FAX (A/C, No): 484 652-5044</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: joyce.williams@usi.biz</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Com</td> <td>NAIC # 29424</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>NAIC # 19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Joyce Williams		PHONE (A/C, No, Ext): 949 790-9290	FAX (A/C, No): 484 652-5044	E-MAIL ADDRESS: joyce.williams@usi.biz		INSURER(S) AFFORDING COVERAGE		INSURER A: Hartford Casualty Insurance Com	NAIC # 29424	INSURER B: Hartford Fire Insurance Company	NAIC # 19682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Palos Verdes Art Center 550 Deep Valley Drive, Suite 261 Rolling Hills Estates, CA 90274																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		72SBAAF0988	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		72SBAAF0988	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB EXCESS RETENTION \$10000		72SBAAF0988	10/01/2012	10/01/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/SELF-EMPLOYEE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	72WECZY1060	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WORKERS COMPENSATION E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: The Homes Tour on April 12-13, 2013.

Certificate holder is named as additional insured as respects General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Palos Verdes Estates Attn: Joe Mendoza 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Additional conditions for special events within the City may be deemed necessary by individual departments under the direction of the City Manager.

(The Administrative Analyst will obtain signatures of the Public Works Director, Risk Manager, and City Manager- please confirm that she will obtain them for this application.)

POLICE DEPARTMENT: _____

CONDITIONS: _____

John E. Edwards

RPZ Zone on PDM

FIRE DEPARTMENT: _____

CONDITIONS: _____

Kevin

PUBLIC WORKS DEPARTMENT: _____

CONDITIONS: _____

Ch

RISK MANAGER: _____

CONDITIONS: _____

John Edwards

CITY MANAGER: _____

CONDITIONS: _____

John Edwards



MEMORANDUM

Agenda Item: 5
Meeting Date: 03/12/2013

TO: DAN DRITLING, INTERIM CITY MANAGER

FROM: JOE MENDOZA, ADMINISTRATIVE ANALYST

SUBJECT: SPECIAL EVENT APPLICATION FOR THE LUNADA BAY HOMEOWNERS' ASSOCIATION TO HOLD ITS "EARTH DAY" EVENT ON SUNDAY, APRIL 21, 2013, ON THE PASEO LUNADO GREEN BETWEEN PALOS VERDES DRIVE WEST AND VIA RIVERA AND TO POST SIGNS PROMOTING THE EVENT

DATE: MARCH 12, 2013

ISSUE

Shall the City Council approve the Lunado Bay Homeowners' Association's request to hold an "Earth Day" event on Sunday, April 21, 2013 between 11:00 a.m. to 4:00 p.m. on the Paseo Lunado Green between Palos Verdes Drive West and Via Rivera and to allow the posting of signs to promote this event?

BACKGROUND

The Lunada Bay Homeowners' Association (LBHOA) has requested the City of Palos Verdes Estates grant a Special Event permit for their "Earth Day" event, which would promote environmental awareness in a fun and family oriented venue through the participation of several vendors/organizations.

The event will include a variety of information booths, educational exhibits, and co-vendors/organizations proposed to be located on the Paseo Lunado Green. There will also be family friendly activities, speakers on environmental topics, and live music.

Event organizers are aware of the necessity to have a safe event followed by a proper clean-up. The LBHOA makes a concerted effort each year to generate community involvement in the Lunada Bay area and revitalize homeowner activity in the neighborhood through well-planned and well-organized community events. The LBHOA has previously held this event on the Paseo Lunado Green without incident.

In order to accommodate the proposed "Earth Day" event, the City has set forth the following condition which has been tentatively agreed upon by the LBHIOA:

- City staff time, in excess of 16 hours per event, will be billed to the event sponsor at the employees' rate of pay equivalent to the amount paid for his/her time assisting at the event. This condition has been added in order to limit the potential budget impact on the City. The City's desire is to achieve a balance between the public benefits of community events and the amount of staff time allocated for set-up and tear down of the events.

The Special Event Application has been preliminarily approved by all departments. All fees have been paid and the Certificate of Insurance and Indemnification Agreement have been received.

The LBHIOA is additionally requesting City-sponsorship, which would permit them to post promotional signs for the event. Under the City's existing sign policy a non-profit organization, in which all members are residents and/or property owners of the City, must gain City sponsorship in order to be eligible to post signs promoting a free community, celebratory event. Further, the sign policy restricts City-sponsorship to a maximum of 3 events per calendar year per non-profit organization. In the past, the City has allowed the LBHIOA to post signs promoting this event. The sign request falls within the existing City policy and as such, it is recommended for Council approval.

RECOMMENDATION

It is recommended that the City Council approve the Lunada Bay Homeowners' Association's request to hold an "Earth Day" event on Sunday, April 21, 2013 from 11:00 a.m. to 4:00 p.m. on the Paseo Lunado Green between Palos Verdes Drive West and Via Rivera and to allow the posting of signs to promote this event.

Attachment A- Special Event Application Packet

*Cc: Streets and Parks Department
Police Department
LAC Fire Department
Lunada Bay Homeowners' Association*



SPECIAL EVENT APPLICATION

FEE: \$150.00 Fee
 PAID: \$150.00

CERTIFICATE OF INSURANCE
 RECEIVED: 02/07/2013

INDEMNIFICATION LETTER
 RECEIVED: 02/07/2013

DATE OF APPLICATION: FEBRUARY 7, 2013

CONTACT PERSON: MARLENE BREENE

ADDRESS: 6012 Palos Verdes Drive East, Suite 200

TELEPHONE NUMBER: (310) 625-6180

EVENT SPONSOR: LUNADA BAY HOMEOWNERS ASSOC.

ADDRESS: P.O. Box 51 PVE TEL. NO. (310) 625-4800

EVENT DATE(S): APRIL 21, 2013

EVENT HOURS: 11:00 - 4:00, SET UP 10:00

EVENT LOCATION: BASED LUNADO GREEN

PLEASE DESCRIBE THE SPECIAL EVENT YOU PROPOSE:

EARTH DAY FAIR TO PROMOTE ECOLOGY &
 CONSERVATION EDUCATION

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into as of FEBRUARY 7, 2013, by and between THE LUNADA BAY HOMEOWNERS ASSOC, a California (non-profit) corporation ("Organization"), and the CITY OF PALOS VERDES ESTATES, a municipal corporation ("City").

WHEREAS, pursuant to City's approval, which was given _____, 20____, Organization will be providing services/a performance at the (describe event) _____ on _____, 20____; and,

WHEREAS, the parties desire to assign the risk for accidents that may occur arising out of Organization's **services/performance**.

NOW, THEREFORE, the parties agree as follows:

1. Organization and its successors-in-interest shall indemnify, defend and hold harmless City and its elected and appointed officials, officers, employees, agents, contractors and consultants from and against any and all claims, lawsuits, judgments, liability, injury or damage which may result, directly or indirectly, from Organization's or any to its officers', employees', agents' or volunteers' actions or omissions related to the Event except for damages arising from the sole negligent or wrongful conduct of the City.
2. This Agreement shall be governed by the laws of the State of California and venue for any action by City or Organization related to this action shall be brought in Superior Court of Los Angeles County.
3. If any litigation is brought by Organization or City to enforce this Agreement, then the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.
4. The effective date of this Agreement is the date first written above.

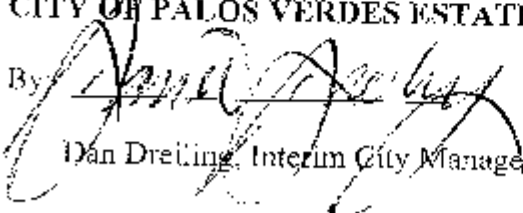
ORGANIZATION

By: LUNADA BAY HOMEOWNERS ASSOC

Print name: MARLENE BREENE

Its: (title) BOARD MEMBER / CHAIRPERSON PARKS & TRAILS LIBHOA

CITY OF PALOS VERDES ESTATES

By: 
Dan Drelling, Interim City Manager



Earth day Lunada Bay

April 21st, 2013

Dear neighbors,

Lunada Bay Homeowner's Association is planning another Earth Day celebration on Sunday, April 21st from 11:00 am to 4:00 pm "on the green" at Paseo Lunado. There will be educational exhibits, eco-vendors, sports activities, and acoustic music (including a drum circle). Please feel free to walk over and join us for a fun afternoon!

If you have any questions please contact Marlene Breene by email at marlenebreene@gmail.com or by phone 310.625.6180.

Thank you,

Marlene Breene

Lunada Bay Homeowner's Association



Earth day Lunada Bay

April 21st, 2013

CITY APPLICATION

LBHOA would like to sponsor another successful Earth Day.

Event: Lunada Bay Earth Day Festival

Date: April 21st

Time: 11:00 am – 4:00 pm

Place: Paseo Lunado

We also would like to reserve banner location in Lunada Bay for the week of April 15th.

Activities will include:

- Eco exhibits & vendors (same as previous year)

- Games & crafts

- Drum circle / acoustic music

- Hiking activities

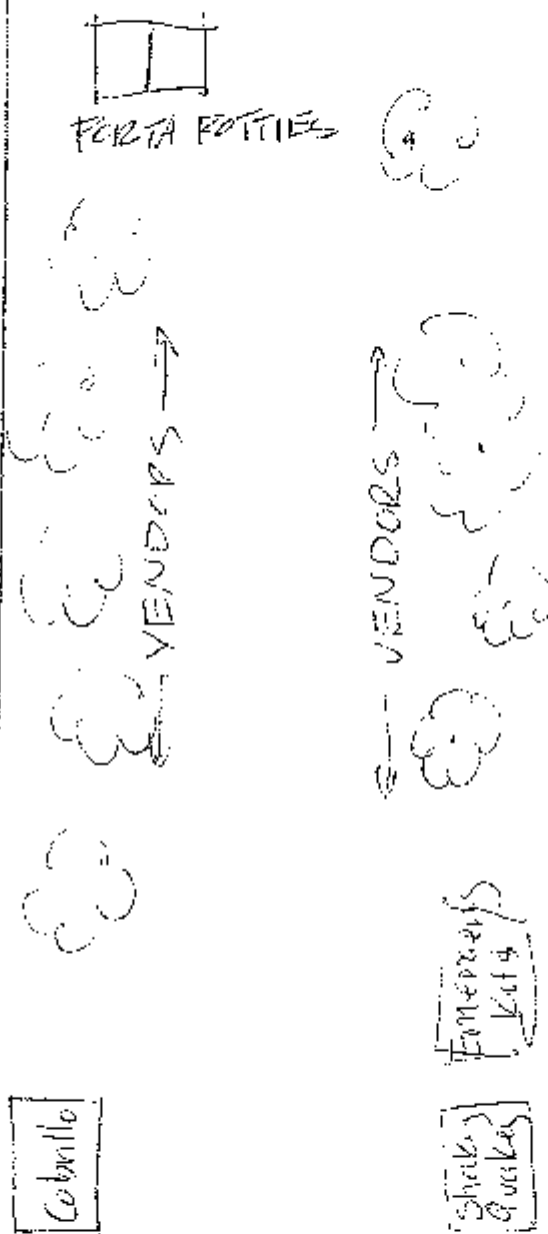
- Porta-potties

Set-up: 10:00 am / breakdown 4:00 pm – 5:00 pm

↑
ALMAGRA CANYON

VIA RIVERA

PASEO LUNADO



PASEO LUNADO


← - FALOS VERDES DR. WEST →

Montana Greene (310) 625-6180 for G's

LUNADA BAY EARTH DAY 2013 LAYOUT

Earth Day Lunada Bay

Sponsored by Lunada Bay Homeowner's Association



Whoo!
Bring a Picnic!

Nature Hikes,
Games, Yoga, Hula,
Shakey Quakey,
Wildlife, Native Plants,
Roses, Succulents,
Eco Exhibits and Art,
Geo-Cache, Fossils,
Drum Circle, Music,
Gypsy Readings
and more!

Sunday, April 21st
11:00 am to 4:00 pm
2700 Block PV. West
at the Paseo Lunado Green Belt
More info: www.lbhoa.com

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
06/01/2012

PRODUCER 310-326-2626
 BENTLEY INSURANCE AGENCY
 CA LIC # 0374399
 25220 NARBONNE AVENUE
 LOMITA, CA 90717

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 LUNADA BAY HOMEOWNERS ASSOCIATION
 PO BOX 51
 PALOS VERDES ESTATES, CA 90274

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: RIVERPORT INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK ADJUSTMENT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCP700822	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ALL SPECIAL EVENTS INCLUDING: CLASSICAL CONCERTS IN THE PARK, FALL FESTIVAL, HOLIDAY HOT CHOCOLATE, FAMILY MOVIE NIGHT, FAMILY PICNIC, SANTA MEET & GREET, ANNUAL MEETING AND EARTH DAY EVENT

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

POLICY HAS BEEN PAID IN FULL BY LUNADA BAY HOMEOWNERS ASSOCIATION.

CERTIFICATE HOLDER

CITY OF PALOS VERDES ESTATES, ITS OFFICERS,
 EMPLOYEES, AND AGENTS.
 340 PALOS VERDES DRIVE WEST
 PALOS VERDES ESTATES CA 90274


CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

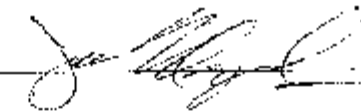
It is the Special Event sponsor's responsibility to complete all sections of this form by presenting it to EACH City Department for their approval and signature beginning with public safety departments. Additional conditions for special events within the City may be deemed necessary by individual departments under the direction of the City Manager.

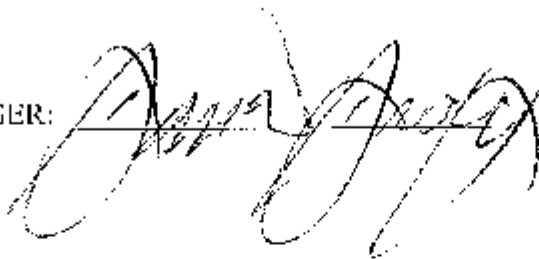
(Most times, the Administrative Analyst will obtain signatures of the Public Works Director, Finance Director/Risk Manager, and City Manager- please confirm that she will obtain them for this application.)

POLICE DEPARTMENT:  CAPT. T. BEST
CONDITIONS: STREETS TO REMAIN OPEN & CLEAR.

FIRE DEPARTMENT: 
CONDITIONS: 

PUBLIC WORKS DEPARTMENT: _____
CONDITIONS: _____

FINANCE DIRECTOR/RISK MANAGER: 
CONDITIONS: _____

CITY MANAGER: 
CONDITIONS: _____



MEMORANDUM

Agenda Item: 6
Meeting Date: 03/12/2013

TO: DAN DREILING, INTERIM CITY MANAGER ✓

FROM: JOE MENDOZA, ADMINISTRATIVE ANALYST ✓

SUBJECT: SPECIAL EVENT APPLICATION FOR THE AMERICAN DIABETES ASSOCIATION TO HOLD ITS "TOUR DE CURE" CYCLING EVENT SCHEDULED FOR SUNDAY, APRIL 28, 2013 FROM 7:00 A.M. TO 12:00 P.M.

DATE: MARCH 12, 2013

ISSUE

Shall the City Council approve the Special Event Application allowing the American Diabetes Association's "Tour de Cure" cycling event to travel through Palos Verdes Estates on April 28, 2013 from 7:00 a.m. to 12:00 p.m.?

BACKGROUND

The American Diabetes Association is requesting permission to hold a portion of their "Tour de Cure" ride through Palos Verdes Estates. This event raises funds for the American Diabetes Association's diabetes research, education and advocacy programs. It has previously been held successfully in the City with minimal disruption.

The "Tour de Cure" will begin and end in Long Beach. The Palos Verdes leg enters through Via Campesina to Via Corta. The route continues south on Palos Verdes Drive West exiting right onto Paseo del Mar beyond Bluff Cove and continuing south until exiting east on Paseo Lunado and south onto Palos Verdes Drive West. A tour map is attached for your review.

An estimated 600 riders are expected to enter and exit the City in a staggered manner over a two and a half hour period. The Police Department requires that the cyclists obey all traffic laws. Safety and monitoring of riders' progress is also provided by the American Diabetes Association staff and volunteers. In addition, the Public Works Director has directed that no directional signs are to be placed in the City's right-of-way. Small directional arrows will be placed on the street and removed immediately after the conclusion of the event. Based on the success of prior events by this organization, the traffic impact should be minor.

The Special Event Application has been preliminarily approved by all departments. All fees have been paid and the Certificate of Insurance and Indemnification Agreement have been received.

ALTERNATIVES AVAILABLE TO THE CITY COUNCIL

1. Council may approve the Special Event Application for the American Diabetes Association's "Tour de Cure" Cycling Event.
2. Council may choose not to approve the Special Event Application.
3. Council may impose additional conditions or restrictions on the sponsors of the event.

RECOMMENDATION

It is recommended that the City Council approve the Special Event Application allowing the American Diabetes Association's "Tour de Cure" cycling event to travel through Palos Verdes Estates on Sunday, April 28, 2013 from 7:00 a.m. to 12:00 p.m.

Attachment A – Special Event Application Packet

*Cc: Streets and Parks Department
Police Department
LAC Fire Department
Donna Trujillo, American Diabetes Association*

310-315-1820

ATTACHMENT: A



SPECIAL EVENT APPLICATION

FEE: \$75.00
PAID: \$150.00 Fee
PAID: ✓

CERTIFICATE OF INSURANCE

RECEIVED: 6/3/04/15

INDEMNIFICATION LETTER

RECEIVED: 6/3/04/15

DATE OF APPLICATION: January 28, 2013

CONTACT PERSON: Donna Trujillo

ADDRESS: 611 Wilshire Blvd. Ste. 900, Los Angeles, CA 90017

TELEPHONE NUMBER: 323.966.2890 X7423

EVENT SPONSOR: American Diabetes Association

ADDRESS: 611 Wilshire Blvd. Ste. 900, Los Angeles, CA 90017

TELEPHONE NUMBER: 323.966.2890 X7423

EVENT DATE(S): Sunday, April 28, 2013

EVENT HOURS: 7:00 a.m. ~ 12:00 noon

EVENT LOCATION: The ride will enter the City from Palos Verdes Drive North, taking a left at Via Campesina; a right on Via Corta; a left on Palos Verdes Drive West, a right on Paseo del Mar which becomes Paseo Lunado; a right on Palos Verdes Drive West before exiting the City onto Palos Verdes Drive South.

PLEASE DESCRIBE THE SPECIAL EVENT YOU PROPOSE:

On April 29, 2012, 1500 riders participated in the fourth annual Tour de Cure Ship to Shore ride and passed over the great Port Bridges from Long Beach to Los Angeles. In doing so, they raised more than \$800,000 to help stop diabetes, a disease which affects more than one in ten people in Los Angeles County.

As part of the ride, 500 cyclists passed through the City of Palos Verdes Estates between the hours of 8:00 a.m. and 10:30 a.m., with the significant majority exiting the City area prior to 10:00 a.m.

No street closures were requested and all riders were told that they must obey all the usual rules of the road and obey any instructions from law enforcement. In order to ensure the safety and comfort of all, the Sheriff's Department in Lomita provided one additional officer for the duration.

The American Diabetes Association seeks to repeat the exact same event with very similar numbers and time frame on Sunday, April 28, 2013. Though the numbers of registrants may be up this year, we do not expect those opting for the longest route – and the only to pass through Palos Verdes Estates – to exceed 600 people.

As always, MARC will provide monitoring and safety throughout the ride and the American Diabetes Association will work closely with the City to ensure a safe day for all, both residents and participants.

With this in mind, the American Diabetes Association respectfully requests approval for the 2013 Tour de Cure Ship to Shore bike ride.

It is the Special Event sponsor's responsibility to complete all sections of this form by presenting it to EACH City Department for their approval and signature beginning with public safety departments. Additional conditions for special events within the City may be deemed necessary by individual departments under the direction of the City Manager.

(Most times, the Administrative Analyst will obtain signatures of the Public Works Director, Finance Director/Risk Manager, and City Manager- please confirm that she will obtain them for this application.)

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into as of February 22, 2013 by and between American Diabetes Association/Tour de Cure Ship to Shore, a California (non-profit) corporation ("Organization"), and the CITY OF PALOS VERDES ESTATES, a municipal corporation ("City").

WHEREAS, pursuant to City's approval, which was given _____, 20____, Organization will be providing services/a performance at the (describe event) _____ on _____, 20____; and,

WHEREAS, the parties desire to assign the risk for accidents that may occur arising out of Organization's services/performance.

NOW, THEREFORE, the parties agree as follows:

1. Organization and its successors-in-interest shall indemnify, defend and hold harmless City and its elected and appointed officials, officers, employees, agents, contractors and consultants from and against any and all claims, lawsuits, judgments, liability, injury or damage which may result, directly or indirectly, from Organization's or any to its officers', employees', agents' or volunteers' actions or omissions related to the Event except for damages arising from the sole negligent or wrongful conduct of the City.
2. This Agreement shall be governed by the laws of the State of California and venue for any action by City or Organization related to this action shall be brought in Superior Court of Los Angeles County.
3. If any litigation is brought by Organization or City to enforce this Agreement, then the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.
4. The effective date of this Agreement is the date first written above.

ORGANIZATION

By: Donna Trujillo

Print name: Donna Trujillo

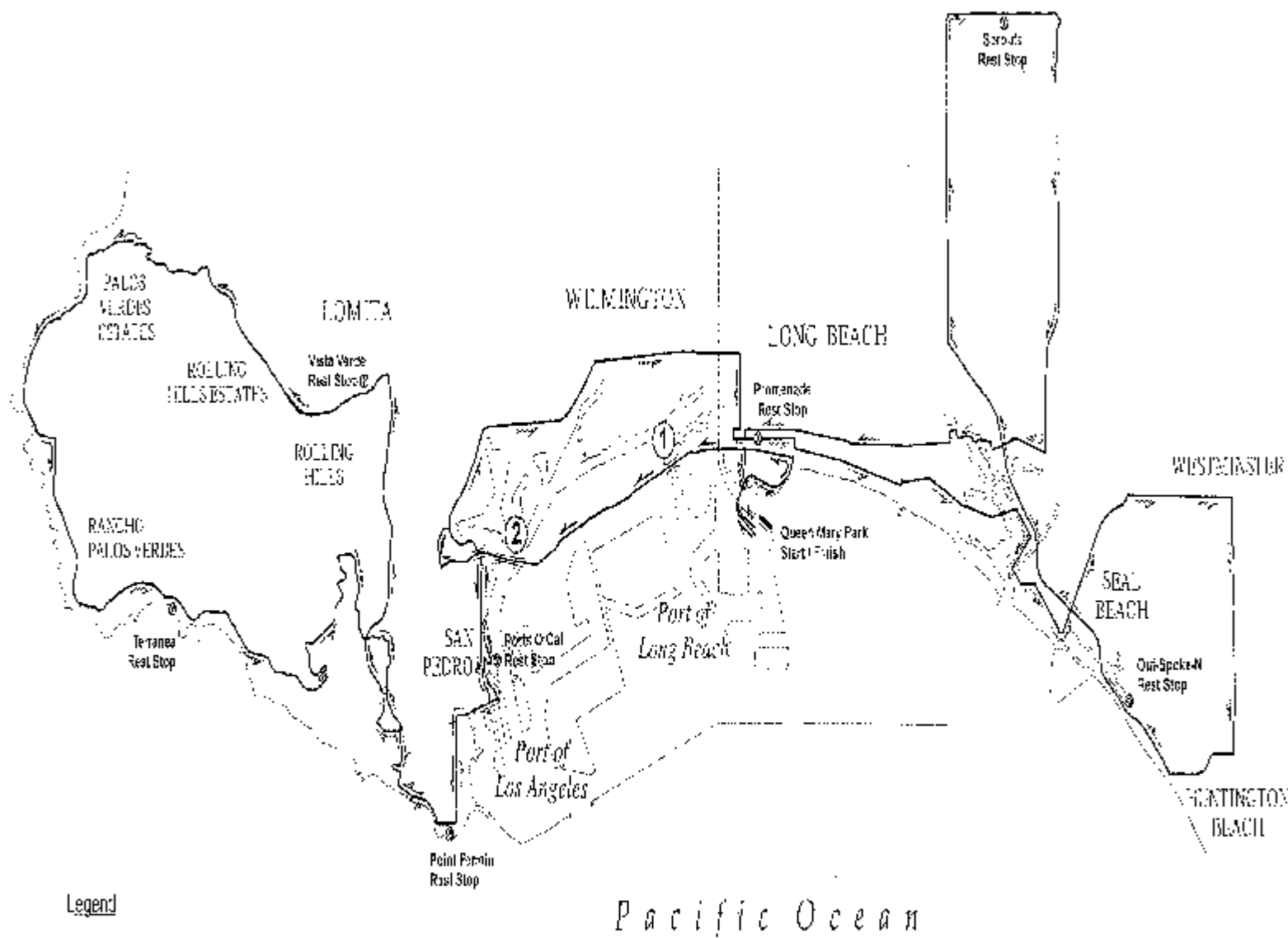
Its: (title) Manager, Special Events

CITY OF PALOS VERDES ESTATES

By: Dan Dreiling
Dan Dreiling, Interim City Manager

2012 Ship-to-Shore Tour de Cure

UNOFFICIAL - SUBJECT TO CHANGE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Novick Group One Church Street Suite 400 Rockville MD 20850	CONTACT NAME: Margretta Palya, AAI PHONE (A/C, H, Ext): (301) 795-6600 FAX (A/C, H): (301) 795-6610 E-MAIL: mpalya@novickgroup.com ADDRESS:														
INSURED American Diabetes Association National Center 1701 N. Beauregard Street Alexandria VA 22311	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Philadelphia Indemnity	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Philadelphia Indemnity	18058														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** Events **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR CLS	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000	
	<input type="checkbox"/> CGL AS MADE <input checked="" type="checkbox"/> OCCUR	X	Y	PHK958973	1/1/2013	1/1/2014	MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Participant Liability					PERSONAL & ADV INJURY \$ 1,000,000	
	GENERAL AGGREGATE LIMIT APPLIES PLUS					GENERAL AGGREGATE \$ 2,000,000	
	POLICY <input type="checkbox"/> PROD <input checked="" type="checkbox"/> LOC					PRODUCTS COMPOUND AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Each accident) \$	
	ANY AUTO					BODILY INJURY (Per person) \$	
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	ALL RENTED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	AS A MAJOR				AGGREGATE \$	
	DED RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				NO STATUTORY LIMITS OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	N/A				ILL EACH ACCIDENT \$	
	Yes, describe under DESCRIPTION OF OPERATIONS below					FI DISEASE - EACH EMPLOYEE \$	
						FI DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Palos Verdes Estates, its officers, employees and agents are Additional Insureds but only with respect to claims arising out of the negligence of the Named Insured at the Tour de Cure Ship to Shore on 04/28/13.

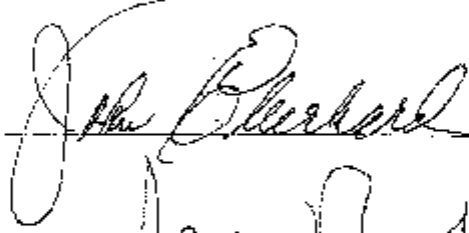
CERTIFICATE HOLDER
CANCELLATION

City of Palos Verdes Estates 340 Palos Verdes Drive West Palos Verdes Estate, CA 90274	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Louis Novick/PALYA
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Additional conditions for special events within the City may be deemed necessary by individual departments under the direction of the City Manager.

(The Administrative Analyst will obtain signatures of the Public Works Director, Risk Manager, and City Manager- please confirm that she will obtain them for this application.)

POLICE DEPARTMENT:
CONDITIONS:



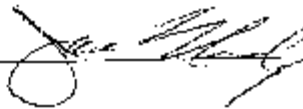
FIRE DEPARTMENT:
CONDITIONS:



PUBLIC WORKS DEPARTMENT:
CONDITIONS:



RISK MANAGER:
CONDITIONS:



CITY MANAGER:
CONDITIONS:





MEMORANDUM

Agenda Item #: 7

Meeting Date: 3/12/13

TO: HONORABLE MAYOR BIRD AND CITY COUNCIL MEMBERS

FROM: CHRISTI HOGIN, CITY ATTORNEY *Christi Hogin, City Attorney*

**SUBJECT: ZC-2; ZONE CHANGE FOR THE PROPERTY LOCATED
ADJACENT TO 900 VIA PANORAMA (LOT A) TRACT 7540.**

**APPLICANT: BOLTON ENGINEERING
25834 NARBONNE AVENUE, #210
LOMITA, CA 90717**

**OWNER: LUGLIANI TRUST
900 VIA PANORAMA
PALOS VERDES ESTATES, CA 90274**

DATE: MARCH 12, 2013

The Issue

This application arises from an unusual context. The application is a small part of the agreement among the Homes Association, Palos Verdes Peninsula Unified School District, the City, and the owner of the subject property to remove legal doubt over the enforceability of the Homes Association's deed restrictions on property owned by the School District citywide, to preserve from development two open space parcels known as Lots C and D, to resolve certain encroachments on public open space property, and to discourage the School District from ever installing lights on the athletic field at PV High School. The specific question before the City Council tonight is this: should the City Council rezone all or a portion of the deed-restricted Area A adjacent to 900 Via Panorama from Open Space (OS) to Residential (R-1) in order to accommodate limited accessory uses (sport court and gazebo) and retain existing unpermitted retaining walls?

Background and Analysis

At its regular public meeting of May 8, 2012, the City Council discussed and heard public comment relating to the proposed agreement among the City, the Palos Verdes Peninsula Unified School District, the Palos Verdes Homes Association, and the property owners of

900 Via Panorama. The four parties had come together over a number of discrete problems that found resolution through mutual cooperation among the parties.

The City wanted to resolve the encroachment of the retaining walls installed by the Lugliani's predecessors-in-interest on the slopes of the public open space parcel adjacent to 900 Via Panorama. This is a thorny issue because, while installed without permits, they are holding unstable slopes and removal may have created liability for the city (as then property owner).

The City wanted to advance its general plan goals of protecting open space and preserving dark skies by supporting the Homes Association's position in the lawsuit challenging the enforceability of the deed restrictions (once the City secured a dismissal from the lawsuit) and by securing the School District's commitment not to install lights on the PV High athletic field.

The School District wanted to address its urgent need for additional operating funds and, toward that end, had set its sights on selling Lots C and D for residential development, which plan was the subject of the lawsuit originally filed by the School District against the City and the Homes Association.

The Homes Association wanted to preserve Lots C and D as open space but was also enormously concerned about defending the integrity of the deed restrictions citywide, which restrictions form the core protection of the character of PVE. It also was concerned with the significant attorneys fees that it had incurred in the lawsuit.

The Luglianis wanted to keep the retaining walls that had been in place before they purchased the adjacent property and wanted to restore accessory uses to a small, flat portion of the adjacent open space parcel, which they had installed without permits and removed at the direction of the City's code enforcement officer.

At its public meeting, the City Council adopted Resolution No. RI2-11, approving a Memorandum of Understanding ("MOU") among the four parties. Generally, the MOU reaffirmed the enforceability of the deed restrictions on all property in the City owned by School District; set up the process that resulted in the application before the City Council tonight to resolve the dispute regarding certain existing encroachments (the retaining walls and the columns) and proposed accessory uses (in Area 3) adjacent to 900 Via Panorama; provided for the preservation of certain open space properties subject to litigation (Lots C and D); and generally prohibited the installation of nighttime lighting of the athletic field at Palos Verdes High School. The Staff Report for the public hearing on the matter, which includes a detailed history and explanation of the reasons for the MOU, is attached hereto as Attachment A.

History

The encroachments constructed on the open space parcel (Area A) violated both the Municipal Code because they were unpermitted and also the Homes Association's CC&Rs to

which the property was subject. As part of the MOU, the City agreed to allow Area A to revert back to ownership by the Homes Association by operation of the CC&Rs and to receive ownership of Lots C and D (which under the MOU reverted back to the Homes Association ownership from the School District). In this way, the City could protect Lots C & D as open space/parkland in perpetuity.

The City first and then the Homes Association imposed a number of deed restrictions on Area A that specified that the property would be restricted as open space, other than one portion of the property identified as "Area 3," where the owners would be permitted to seek approval of certain uninhabitable accessory structures, including a gazebo, sports court, and other accessory structures permitted by Palos Verdes Estates Municipal Code Section 18.32.010.D. Specifically, the deed restrictions impose an Open Space easement prohibiting development over the vast majority of Parcel A (deed paragraph 1), a sewer and a storm drain utility easements (deed paragraphs 2 and 3), an emergency access road easement (deed paragraph 4), permit retaining walls and a lot line adjustment to accommodate existing walls (deed paragraph 5), permit limited uninhabitable accessory structures only in Area 3 and only with city and Homes Association approval, require weed abatement by property owner at its sole expense (deed condition 7), and otherwise binds the property to conditions. Both the City deed and the Homes Association deeds are attached as Attachment B.

The restrictions were recorded against the property when the property was transferred from the Homes Association to the current property owners. They are in full force and effect and govern the restricted use of the property.

The Homes Association agreed to sell Area A (subject to the deed restrictions) to the owners of 900 Via Panorama. This transfer of ownership relieved the City of any liability or responsibilities relating to the retaining walls, the hillside or weed abatement, while retaining for the City and its residents the open space benefits on undisturbed portions of Area A and reserving several utility-related easements on Area A in favor of the City. In other words, with the exception of the accessory uses proposed in Area 3, the City was able to retain the practical benefits of the open space parcel (its contribution to the ratio of undeveloped and developed land in the City providing the City's open, park-like character) while relieving itself of the burdens of the property. More importantly, the scale of the transaction is much broader than this one application because the property owner's participation in the four-party MOU was essential. The School District's sole objective was to raise additional operating funds to meet an immediate shortfall. Without the property owner's \$1.5 million contribution to the School District that was concurrent with the MOU and conditioned on it, the School District and the Homes Association would still be litigating the enforceability of the deed restrictions, an expensive and perilous lawsuit. Moreover, the City would not have any authority to prevent lighting at PV High.

This application is consistent with the expectations of the MOU. It seeks a zone change for Area A from Open Space to R-1; however, this zone change would not impact or otherwise change the underlying deed restrictions on the property that would restrict Area A as open space in all areas other than "Area 3."

Applicable regulation and policies

The OS zone is defined in the Zoning Ordinance as follows: “The open space zone land consists of all publicly owned land including all city-owned land, including parklands and street rights-of-way, except any land within the coastal zone as defined by the California Coastal Commission, all school sites utilized or owned by the Palos Verdes Peninsula Unified School District, all sites utilized or owned by the Palos Verdes Peninsula Library District, and all land owned or which could be owned by the Palos Verdes Homes Association as a result of the exercise of any reversionary rights.” PVEMC §18.16.010 (emphasis added). Generally, this definition suggests that OS zoned property is publicly owned land, not private property. Area A is privately owned property. However, OS zoned property may simply be property that *could* be owned by the Homes Association by virtue of a right of reversion. Area A is also subject to such right of reversion.

In Palos Verdes Estates, all property is subject to certain conditions, restrictions and reservations in favor of the Homes Association as stated in the *Palos Verdes Homes Association's Protective Restrictions of Palos Verdes Estates*. As part thereof, open space property is subject to a reversionary right in favor of the Homes Association that is triggered in the event of a breach of the protective restrictions.

The property located at 900 Via Panorama is subject to the Local Protective Restrictions, Conditions, Covenants, Reservations, Liens, and Charges Affecting Real Property Known as Tract No. 8652 (Montemalaga) and the Homes Association right of reversion set forth at Article VI, section 6 of the *Palos Verdes Estates Protective Restrictions*. The deed conveying ownership of the parcel from the Homes Association to the property owners provides that the property remains subject to all of the Homes Association conditions, restrictions and reservations, thus preserving the right of reversion as set forth in the *Palos Verdes Homes Association's Protective Restrictions of Palos Verdes Estates* as the Homes Association's remedy in the event of a breach. Should the property owner install structures on Area A other than those permitted in the Grant Deed, PVHA could require their immediate removal and/or seek reversion of the property.

The R-1 zone generally permits single-family dwellings and accessory buildings and uses, limited to private recreational facilities; private bath house, greenhouse, or gardens; and/or private shed or workshop. PVEMC § 18.04.010.

The project site was conveyed from the PVHA to the current property owners subject to several deed restrictions. The deed provides that:

“Unless expressly provided for herein, [the property owner] shall not construct any structure on the Property and the Property shall be restricted to open space. It is the intent of the parties, subject to compliance with the requirements for such development of accessory structures of the City and [PVHA], that [the property owner] may construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbeque, and/or any other uninhabitable ‘accessory structure,’ as defined by . . . PVEMC Section 18.32.010.D within the area . . . shown as Area 3 . . . [the property owner]

shall apply for approval of any such permitted structures by [PVHA] and the City in accordance with the standard procedure and in conformance with applicable covenants, ordinances, and codes. Any such structure shall comply with any and all requirements of City, [PVHA], and the Art Jury including but not limited to height, size, orientation, design, and setback.”

So R-1 zoning together with the deed restrictions would allow these limited accessory uses on the portion of Area A designated as Area 3. Whether the remainder of the parcel is rezoned is legally unimportant and either way the deed restrictions govern. The alternative method of achieving this end is to change the zoning ordinance to allow such accessory uses in privately owned open space; however, that seemed to create the possibility of too broad an application. Nevertheless, it is an alternative to rezoning and either mechanism reaches the same basic end.

Planning Commission Recommendation

The Planning Commission considered the application at its public meeting on February 19, 2013. The Planning Commission staff report is included as Attachment C. After considering the staff report and hearing public comment on the matter, the Planning Commission recommended that the zone change request be denied. The Planning Commission determined that, despite the public benefits gained through the MOU, given the City’s policy of preserving open space, it did not believe that rezoning of the entire Area A from Open Space to R-1 was the proper mechanism to permit the accessory structures contemplated in the MOU. Further, given that the MOU did not specify the mechanism for approval of the accessory structures contemplated in the grant deed, the Commission did not believe that it had clear direction from City Council that the zone change was the appropriate mechanism; therefore, it chose to defer to City Council’s legislative determination of the issue. Draft Minutes of the Planning Commission meeting are attached as Attachment D. The Planning Commission resolution recommending denial of the zone change application is attached as Attachment E.

The Planning Commission approved miscellaneous application M-902-13 for an after-the-fact permit for retaining walls installed without a permit in Area A. The Planning Commission determined that the retaining walls were necessary to stabilize the property and that their removal could result in geologic instability. Its approval was conditioned upon the property being rezoned from Open Space to R-1. The Commission’s approval of the miscellaneous application was a final determination and requires no further action by Council. The resolution approving the miscellaneous application is attached as Attachment E.

Findings Required to Approve

The Municipal Code does not contain specific findings regarding approval of a zone change. In order to approve the requested zone change, the City Council must adopt the negative declaration and find that the proposed zone change is consistent with the general plan and any applicable specific plan.

The project is consistent with the General Plan. The application is part of a larger multi-party agreement which results in the preservation of vital open space on Lots C and D in the

City. Further, 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 would be restricted to remain open space in perpetuity. The minimal development contemplated as part of the MOU reflects this Council's legislative choice to allow a minor deviation from the City's open space restrictions in return for certainty that other School District parcels would remain subject to PVHA deed restrictions, in addition to other public benefits obtained for City residents pursuant to the MOU. There are no applicable specific plans.

Miscellaneous responses

During the public hearing and in subsequent correspondence, a few issues have been raised that warrant response to avoid confusion:

1. No additional house. The zone change to R1 – whether that is the whole Area A or just Areas 1 and 3 – will not permit another house or other habitable structure on Area A. The deed restrictions preclude construction of any habitable structure.
2. No fence. The application does not include a fence of the property.
3. Overall benefit to open space. There is no question that a small portion of Area A (that is Area 3, which is approximately .2 of the 1.8 acre parcel) that was previously developed illegally will be allowed to be redeveloped with a sport court and a gazebo under this application and the MOU. However, in exchange for that relatively small incursion, the City and the Homes Association have rescued the deed restrictions and the Association's reversionary interests in all open space and school district property citywide, secured Lots C & D as open space/parkland instead of *either* residential development or development for school uses (the latter of which was clearly permitted), and retained the lion's share of the open space benefits through deed restrictions, while unburdening the City of any liability or weed abatement responsibilities.
4. Fire and emergency access. The City has expressly reserved emergency access, fire road and utility easements over the property.
5. No precedent. Concern has been expressed that this action would set a precedent for the privatization, sale or rezoning of parkland. However, as detailed in the MOU itself, this complex transaction, of which the rezone application is a small part, is unique. These conditions are not likely to ever repeat and the City is under no obligation to consider rezoning of any other parcel. Further, rezoning is a legislative action, which may be motivated by advancing the public interests described in this report.

Recommendation

Staff recommends that the City Council open the public hearing, receive public input, close the public hearing, and approve the application if it determines in light of the whole record that it can make the findings required for approval. If the City Council wishes to approve the

zone change, it must first introduce the associated ordinance and then vote to approve the ordinance at a subsequent City Council meeting.

Attachments: A - City Council Staff report re Memorandum of Understanding
B - City and PVHA deeds re Area A
C - Planning Commission Staff Report of February 19, 2013
D - Draft Minutes of PC Meeting of February 19, 2013 re: 900 Via Panorama
E - Planning Commission Resolution No. PCR-2013-0656
F - Planning Commission Resolution No. PCR-2013-0656-2
G - Additional Correspondence Received
H - Draft Ordinance



MEMORANDUM

Agenda Item #: 5
Meeting Date: 5/8/12

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

FROM: CHRISTI HOGIN, CITY ATTORNEY

**SUBJECT: ADOPTION OF RESOLUTION R12-11 APPROVING FOUR-PARTY
MEMORANDUM OF UNDERSTANDING RESOLVING DISPUTE
OVER ENFORCEMENT OF DEED RESTRICTIONS AND
ENCROACHMENTS**

DATE: MAY 1, 2012

The Issue

Whether to adopt Resolution No. R12-11 approving a multi-party agreement among the City, the Palos Verdes Peninsula Unified School District, the Palos Verdes Homes Association, and the property owners of 900 Via Panorama, which resolves litigation among the City, the School District and the Homes Association; reaffirms the enforceability of the deed restrictions on property owned by PVPUSD in the City; resolves certain encroachments in City parkland near 900 Via Panorama; and provides for the preservation of certain open space properties (Lots C & D) and of dark skies in the neighborhood around Palos Verdes High School.

Goals of the MOU

The four-party agreement is memorialized in a Memorandum of Understanding (MOU) that creates binding obligations for each of the parties and accomplishes disparate goals of the parties:

- The City's goals are to preserve the City's open space, including Lots C & D; to prevent lights at the athletic field at Palos Verdes High School in order to promote dark skies, conservation and neighborhood compatibility; to resolve the parkland encroachments at 900 Via Panorama in a manner that maintains the open space and relieves the City of any liability or responsibility for the existing retaining walls; and to support the overall community benefits of the enforceability of the deed restrictions and funding for the School District;

The Great Depression hit the area hard. Lots were not selling well and property owners were not keeping up with their assessments. The Homes Association faced financial ruin with inadequate funds to maintain its obligations. Its operating funds were derived from annual assessments and sales of lots. By 1938, the Homes Association owed the state a significant amount of back taxes and faced the possibility of losing the property to foreclosure. Both the

flowers.

portions of City land were created as parks and open areas, or planted with trees, shrubs, and course was built, a swimming club constructed, the La Ventura Inn was erected and remaining grant deed to the Homes Association (the 1925 Grant Deed). From these conveyances, a golf the properties to public schools, parks, playgrounds or recreation areas were conveyed by vision. Specifically, in 1925, various lots subject to deed restrictions which limited the use of Homes Association. This is another mechanism by which the City founders secured their In these early days of the Peninsula's development, the trustee also deeded 800 acres to the

Hsates and the Mitralcste portion of Rancho Palos Verdes.

aesthetic approval of all architectural plans and modifications of homes in Palos Verdes Verdes Art Jury. The Homes Association, through the Art Jury, still has jurisdiction for architectural review on builders administered by the Homes Association and the Palos restrictions establish setback requirements, prohibit billboards and impose a system to the MOC consists of a copy of the restrictions and other governing documents. The park," and "increase with the years the wonderful natural beauty of the property." Exhibit 2 The restrictions included specific items to "preserve the fine views of ocean, mountains and drafted a trust indenture and outlined provisions for development of the new community. the land in 1923 when the Bank of America, acting as trustee for the Palos Verdes Project, magnificent community by the sea. To secure that vision, deed restrictions were imposed on City founders are widely credited with conceiving a uniquely detailed vision for a

assume their historic roles in Palos Verdes Hsates.

In essence, this MOC calls upon the City, the Homes Association and the School District to

Context of the MOC

- The Property Owners' goals are to obtain limited use of an area adjacent to 900 Via Panoramia; to legalize the retaining walls installed on parkland by the previous owner; to contribute to the School District by voluntary donation.
- The School District's goals are to resolve the current litigation; to liquidate the value of Lots C & D; and, by separate agreement, secure an offered donation of \$1.5 million to assist District operations in light of current fiscal challenges;
- The Homes Association's goals are to resolve the current litigation over Lots C & D and the longstanding dispute over the enforceability of the deed restrictions on all District-owned property; to be reimbursed its attorneys' fees spent defending the deed restrictions in the lawsuit filed by the School Board; and to maintain the community assets and character through the deed restrictions

school district and the soon-to-be city played a role in saving the properties from foreclosure and preserving their use consistent with the deed restriction and the vision for PVE.

In 1938, the Homes Association conveyed 13 properties (1938 Conveyed Properties) in the City to the School District's predecessor-in-interest subject to deed restrictions restated from the 1925 Grant Deed (i.e., limiting the use of the properties to public schools, parks, playgrounds or recreation areas) and subject to the general restrictions applicable to all properties, including the requirement for Art Jury approval of all improvements to the property.¹

Two of the 1938 Conveyed Properties are commonly referred to as "Lots C & D". Lot C is approximately 19,984 square feet and Lot D is approximately 17,978 square feet. Lots C & D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 Palos Verdes Drive West. Like all School District owned property in the City, Lots C & D are zoned OS (Open Space). The 1938 Grant Deed also included a right of reversion providing that ownership of Lots C & D could revert back to the Homes Association if the property was not used in compliance with the deed restrictions.

In 1940, the city incorporated and immediately thereafter the Homes Association transferred ownership to the city of the park properties, shore line, and the golf and swimming clubs. As a result of the transfer, the back taxes were forgiven by the state and the properties are no longer subject to property tax.

The Homes Association has used deed restrictions and strategic conveyances to preserve the character of PVE and both the School District and the City have played historical roles in receiving properties for specific public purposes. The MOU before the Council tonight keeps with that tradition by transferring Lots C & D to the City for preservation as open space/parkland and by imposing additional deed restrictions on Area A, adjacent to 900 Via Panorama. The MOU also proposes to use the existing deed restrictions to create incentives for the School District to maintain PV High Field without lighting to the benefit of the community. In these regards, while the MOU is unusual in the manner it brings together disparate interests, the MOU accomplishes its goals in a manner that is distinctly rooted in PVE tradition.

Specific Provisions

Set forth below are the main aspects of the MOU. I have also included some of the relevant background information on each component of the agreement to set the stage.

¹The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. Those seven properties are commonly known to residents as (i) Malaga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Lunada Bay Elementary; (iv) Palos Verdes High School; (v) Montemalaga Elementary; (vi) Margate (Palos Verdes Intermediate School) and (vii) via Zurita property (George Allen Field). In 1988, the via Zurita property was transferred from the District to the Homes Association and from the Homes Association to the City, so that it is currently under City ownership. However, the 1988 transfer establishes a reversionary interest in the District under certain circumstances.

As matters currently stand, the School District has filed an appeal challenging the Court's judgment. The Homes Association intends to appeal the denial of its attorneys' fee motion.

Meanwhile, following approximately four and a half days of trial in spring 2011, on September 22, 2011, the trial court entered judgment for the Homes Association in the School District's lawsuit. The court's judgment is attached to the MOU as Exhibit I. The court specifically finds that the deed restrictions for Lots C & D are valid and enforceable against the School District. As the prevailing party, the Homes Association was awarded costs of \$16,491.83. The Homes Association also filed a motion with the trial court seeking to recover \$291,701.25 in attorneys' fees. That motion was denied on February 14, 2012.

In the summer 2010, the School District applied to the City to re-zone the property from OS to R-1 in order to facilitate the sale of the property. The School District sought to take advantage of Government Code section 65852.9, which affords the School District the right to rezoning under certain circumstances. The City held a public hearing to consider the application and tabled the matter until the court determined whether the deed restrictions (which precluded residential development) were valid and enforceable.

Before trial commenced, the School District dismissed the City from the litigation, choosing instead to invoke its right to apply to the City for re-zoning. Every property owner in the City is entitled to apply for rezoning and the City must consider any such application in light of the applicable laws.

Code section 65852.9 compels the rezoning and subdivision of the property without public hearing. ordinary hearing procedures for rezoning and subdivision applications and that Government cannot prevent the subdivision of the property and (b) the District is not subject to the City's and the Association; and the District seeks a court order declaring that (a) the Association enforceable. The second cause of action is for declaratory relief and is against both the City school/park/recreation and (b) whether the school/park/recreation use restrictions are still a valid reversionary interest if the property is used for any purpose other than only the Association. That cause of action that addresses whether (a) the Association still has Association. The lawsuit has two causes of action. The first is to "quiet title" and is against & D preclude residential development. The District filed a lawsuit against the City and the Homes Association objected to the plan because the deed restrictions and zoning for Lots C property, which the School District hoped would bring it at least \$2 million. The City and the District decided to pursue the sale of Lots C & D for development as residential actions to cut costs and otherwise to manage its budget. One of the actions that the School District decided to pursue was the sale of Lots C & D for development as residential relief. To address its ongoing financial challenges, the School District has taken many and there is uncertainty about whether tax measures on the November ballot will provide Governor's budget plan for 2012-13 again cuts the level of state funding for school districts Like all public schools in California, the School District is facing financial challenge. The

1. Background

A. Deed Restrictions on District-Owned Properties and the Use of Lots C & D

And because of the importance of the deed restrictions to realizing the plan for PVE, the City Council authorized the City to file an amicus brief in support of the Homes Association's position and in defense of the deed restrictions.

2. Effect of the MOU on the enforceability of the deed restrictions

The MOU would reaffirm that the deed restrictions are enforceable and valid with respect to all 13 properties owned by the School District located in the City and that those properties may only be used for public schools, parks, playgrounds or recreation areas. This is a very significant provision. Note that the litigation specifically addressed the deed restrictions only with respect to Lots C & D. Under the MOU, the School District acknowledges that the deed restrictions apply to all District-owned properties in PVE. In this respect, the MOU achieves a broader understanding and agreement than was possible from the court, which only addressed the dispute framed by the litigation (Lots C & D).

3. Effect of the MOU on Lots C & D

The School District has determined that it cannot make effective use of Lots C & D for their restricted purposes (public schools, parks, playgrounds or recreation areas). That factored into the School Board's decision to pursue residential development of the property and initiate the litigation against the Homes Association and the City. The School District's desire was to raise funds from the sale of the property. Even if successful, the proceeds of the sale likely would have been restricted to use for capital improvements and not operating funds. Nevertheless, such revenues would have created the opportunity to divert other funds to operations. As these issues came to light in the community, a PVE property owner expressed interest in assisting the School District in meeting its immediate financial goal without affecting the City's zoning or the challenging the deed restrictions, which are a foundation of the City's planned community. To that end, by separate donation agreement, the PVE property owners will contribute \$1.5 million to the School District. This donation is the opposite of a real estate transaction, in that the donation is made after the School District has abandoned the effort to sell Lots C & D.

Under the MOU, Lots C & D (now currently owned by the District) would revert back to the Homes Association as contemplated in the original conveyance deed. As explained further below, Lots C & D would be transferred to the City. This would preserve Lots C & D as open space owned by the City, not subject to property taxation. The preservation of Lots C & D as a landscaped area or small park is consistent with the City's Open Space element of the General Plan, including Goal 2 "[m]aintain small park lots and plazas with formal landscaping in keeping with the neighborhood and desires of the residents." At the time that the City considered the rezoning application of the School District, residents in the vicinity of Lots C & D expressed interest in keeping the property as parkland and not allowing development or use of the property for storage or other school purposes.

As discussed above, the School District is bound by the deed restrictions, including the procedural requirements of obtaining Art Jury approval for all improvements to School District property within the Homes Association's jurisdiction. Over the years, as an accommodation to the School District, the Homes Association has allowed an expedited process to evolve under which the School District submits plans for a 30-day review by the Art Jury. This truncated review process is a voluntary concession by the Homes Association, which the Homes Association has agreed to memorialize in the MOU and continue to abide by, as long as the School District does not light the PV High athletic field without the consent of the City or the Homes Association. If the School District does light the field, the Homes Association will fully enforce the protective restrictions in the deed restrictions that give the

a. Effect of the MOU

One of the goals in preparation of the MOU was to prevent use of lights – temporary or permanent -- at PV High School athletic field without the City's and the Home Association's consent. Currently, the School District indicates that it does not have plans to install lights on the athletic field. The law creates a complication in addressing this issue because the School Board may not bind the hands of future school boards with respect to certain legislative actions. While not entirely clear how this doctrine would apply to the situation at hand, all parties want to structure the agreement in a manner that would withstand legal challenge and effluate the parties' intent. For that reason, the MOU does not simply obligate the School District to never install or use lights on the PV High athletic field. Instead, the MOU creates an incentive for future school boards to choose not to light the field unless they have the consent of the City and the Homes Association to do so.

The City and Homes Association share a common interest with respect to protecting the City's development as manifested in the PVF General Plan and the deed restrictions. The City and the Homes Association both believe that outdoor institutional lighting warrants careful review to determine neighborhood compatibility and avoid any adverse land use impacts. Generally speaking, outdoor lighting would not likely be consistent with the City's land use goals and the Homes Association's aesthetic goals. As stated above, the School District has the authority under state law to exempt itself from City zoning standards in certain circumstances where "classroom facilities" are at issue. Athletic fields have been considered by courts to be classroom facilities. Accordingly, under state law the District may exempt itself from City zoning requirements that would otherwise prohibit the use of lights on the athletic field. The state law, however, does not enable the School District to exempt itself from the deed restrictions.

a. Background

B. Lights at Palos Verdes High School

Under the MOU, the School District and the Homes Association will dismiss their respective appeals and the Superior Court judgment would become final.

4. Dismissal of the litigation and status of the judgment

Art Jury jurisdiction over aesthetics of all development and prohibit any development without the Art Jury's approval.

The MOU provides that in almost all cases (excepting a limited number of "mandate" scenarios), the School District would be subject to the City's zoning requirements should it wish to light the field. Should some future School Board exempt itself notwithstanding the MOU, the School District must pay the City the appraised value of lots C & D as of the execution date of the MOU. Also, irrespective of any "mandate" scenario, the MOU provides that if a School District exempts itself from the City's zoning regulations, the School District is then subject to the full jurisdiction of the Art Jury and the Homes Association will enforce the CC&Rs with respect to all requests from a future school board to improve District-owned property in the City. As long as the School District is not lighting the field over the City's objection, it continues to enjoy the historic practice of a truncated (and no fee) review by the Art Jury.

C. 900 Via Panorama

a. Background

900 Via Panorama is located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. A picture of this area is Exhibit 3 to the MOU and designated Area A. The primary benefit of this parkland is for views and to contribute to the open feel of the neighborhood. The area is relatively inaccessible and steep, but for a small section. To the north/northwest of the Via Panorama property, the current owner's predecessor-in-interest installed a series of retaining walls. This installation was done without a permit. The current Property Owners applied to the City for an after-the-fact permit to allow the retaining walls to remain and be maintained by the Property Owners. This application is pending. It is less than ideal to have private structures maintained on City-owned property but the retaining walls serve to stabilize the hillside. 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. The Property Owners desire to use that area for those purposes and have discussed the matter with the Homes Association.

a. Effect of the MOU

As part of the MOU, the City would convey Area A to the Homes Association and receive Lots C & D (which under the MOU reverts back to the Homes Association ownership). The City would impose certain deed restrictions on Area A to ensure that it could only be open space and that only the previous accessory, non-habitable structures and the existing retaining walls would be allowed in that portion of Area A designated as Area 3 on the Exhibit 3 map, while the retaining walls would be allowed in the portion designated as Area 1. The imposition of these special deed restrictions in addition to the existing general deed restrictions would secure the continued benefit of the views and open feel of the area to the City and the neighborhood. The City would also retain an easement for a fire access road. The Homes Association would sell Area A (subject to the City's deed restrictions) to the Property Owners for a purchase price of \$500,000. The Homes Association would retain

The City has not received any correspondence related to this item. The Homes Association released a statement announcing its approval of the MOU and encouraging the City to do the same.

Correspondence Received

The Homes Association, through its Board, has authority to enter into this MOU by virtue of Article 3 of its by laws. The Board has approved the MOU as presented tonight and requests that the City Council approve it as well. The School District has the authority to enter into this MOU pursuant to the California Education Code. The District Board has studied the MOU and indicated its willingness to approve the MOU as presented.

1.	Lots C & D revert back to the Homes Association pursuant to right of reversion in grant deeds
2.	The City exchanges Area A (subject to deed restrictions in favor of the City) with the Homes Association for Lots C & D
3.	Homes Association transfers Area A to the Property Owners (subject to deed restrictions in favor of the City) for a purchase price of \$500,000
4.	Homes Association transfers \$100,000 to the City for its use towards municipal purposes (retaining \$400,000 for resolution of legal costs associated with the lawsuit)
5.	The School District and Homes Association dismiss the appeals and the Superior Court judgment becomes final.
6.	By separate donation agreement, the Property Owners' donate \$1.5 million to the School District

Execution and implementation of the MOU would involve several steps. Initially, there must be appraisals completed and legal documents drafted (deeds, escrow instructions). If all four parties approve the MOU, the schedule of events to implement the MOU is as follows:

The Logistics of the MOU

\$400,000 (to cover the attorneys' fees and costs associated with the Litigation), and transfer \$100,000 to the City which it may use for municipal purposes. From the City's standpoint, this transfer of ownership of Area A relieves the City of any liability or responsibilities relating to the retaining walls or the hillside, while retaining the open space benefits and the fire access road.

CEQA Review

Approval of the MOU is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to California Administrative Code Title 14, Chapter 3, Section 15317 (Open Space Contracts or Easements) and Section 15325 (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources) as it involves the transfers of easements or fee interests in order to maintain the open space character of the area. It is also exempt under the common sense exemption as there is no substantial evidence that this MOU portends any development or changes in the physical environment that may have a significant adverse impact on the environment. It can be seen with certainty that there is no possibility that the approval of the MOU may have a significant effect on the environment.

Alternatives Available to Council

The following alternatives are available to the City Council:

1. Adopt the resolution to approve the MOU.
2. Decline to adopt the resolution to approve the MOU.

Recommendation from Staff

Staff recommends that the City Council consider all information presented, including any correspondence and comment from the public and make a decision whether to approve the MOU.

Staff report prepared by:

Christi Hogan
City Attorney

Attachment A: Resolution R12-11
 Attachment B: Memorandum of Understanding and Exhibit 1
 Attachment C: Exhibit 2 of Memorandum of Understanding
 Attachment D: Exhibit 2 of Memorandum of Understanding (continued)
 Attachment E: Exhibits 3 & 4 of Memorandum of Understanding

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

SPACE ABOVE THIS LINE FOR
 RECORDER'S USE

APN: 7545-002-900

DOCUMENTARY TRANSFER TAX

\$.....

Computed on the consideration or value of property
 conveyed; OR

Computed on the consideration or value less liens or
 encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax Firm
 Name

QUITCLAIM DEED

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

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

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

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

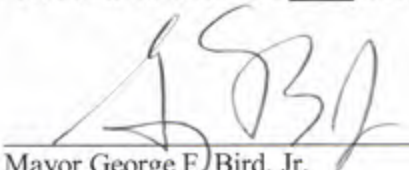
3. Grantor reserves for the benefit of the City of Palos Verdes Estates a non-exclusive, permanent easement, for the use by City and any of its agents, for storm drain utility-related purposes including but not limited to installation, repair, access to and maintenance of the storm drain facilities described on Exhibit "H" attached hereto and by this reference made a part hereof, and shown as "Exhibit H Storm Drain Easement" on Exhibit "I".
4. Grantor reserves for the benefit of the City of Palos Verdes Estates and any emergency service agency a permanent easement described on Exhibit "E" attached hereto and by this reference made a part hereof, and shown as "Fire Access" on Exhibit "B" for the use by City and any emergency service agency emergency vehicles. The easement shall be for purposes of egress and ingress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants or others. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.
5. Within six (6) months of recordation of this Deed, Grantee shall either remove all encroachments inconsistent with the open space use or seek and obtain all required approvals including but not limited to an after-the-fact permit pursuant to PVEMC Section 17.04.110 permitting the existing retaining walls located in the area described on Exhibit "D," attached hereto and by this reference made a part hereof, and shown as Area 1 on Exhibit "B"; and a zone change to permit the accessory uses permitted in Section 6 below in the area described on Exhibit "C" and shown as Area 3 on Exhibit "B" and in any areas which may be the subject of a lot line adjustment.
6. Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to use as open space. Upon obtaining any and all required permits and approvals from Grantor, Grantee may construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbeque, and/or any other "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") Section 18.32.010.D within the area described on Exhibit "C," attached hereto and by this reference made a part hereof, and shown as Area 3 on Exhibit "B." Any such structure shall comply with any and all requirements of Grantor, Grantee, and the Art Jury including but not limited to height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this paragraph.
7. Grantee shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to Grantor. Grantee shall be solely responsible for such maintenance.

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

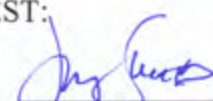
IN WITNESS WHEREOF, Grantor has executed this instrument this 8 of August 2012.

GRANTOR:

Dated 8-8-12


 Mayor George F. Bird, Jr.

ATTEST:

By: 
 Judy Smith, City Clerk

State of California)

County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

Vickie Kroneberger



(This area for notary stamp)

Agreed and accepted this 13 day of August 2012

GRANTEE:

Palos Verdes Homes Association

By: _____

Dale P. Hoffman

Palos Verdes Homes Association

By: Dale P. Hoffman, President

State of California)

County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature Vickie Kroneberger _____



(This area for notary stamp)

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"LEGAL DESCRIPTION OF PROPERTY

THOSE PORTIONS OF THE FOLLOWING PARCELS: LOT A, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, LOT 12, TRACT 26341 OF THE MAP RECORDED IN MAP BOOK 902, PAGES 98- 100 AND LOT A, TRACT 7540 OF THE MAP RECORDED IN MAP BOOK 104, PAGES 56-59, IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, OF SAID BLOCK 1733, TRACT 8652, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 18°30'39", AN ARC DISTANCE OF 21.00 FEET, TO **TRUE POINT OF BEGINNING**;

THENCE CONTINUING WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 12°32'37", AN ARC DISTANCE OF 14.23 FEET (C1);

THENCE SOUTH 75°57'00" WEST, 81.57 FEET (L1);

THENCE SOUTH 47°46'30" WEST, 30.82 FEET (L2);

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 13°38'09" WEST, 170.82 FEET (L3);

THENCE NORTH 31°07'01" EAST, 141.69 FEET (L4);

THENCE NORTH 67°23'03" EAST, 144.69 FEET (L5) TO A SOUTHERLY LINE OF SAID LOT A, TRACT 7540;

THENCE CONTINUING NORTH 67°23'03" EAST, 53.61 FEET (L6);

THENCE SOUTH 63°38'17" EAST, 46.43 FEET (L7) TO THE NORTHERLY LINE OF SAID LOT A, TRACT 8652;

THENCE CONTINUING SOUTH 63°38'17" EAST, 109.59 FEET (L8);

THENCE SOUTH 44°16'41" EAST, 55.79 FEET (L9);

THENCE SOUTH 23°40'31" EAST, 42.75 FEET (L10) TO THE WESTERLY LINE OF SAID LOT 12, TRACT 26341;

THENCE CONTINUING SOUTH 23°40'31" EAST, 18.58 FEET (L11);

THENCE SOUTH 9°29'24" EAST, 55.29 FEET (L12);

THENCE SOUTH 42°31'34" WEST, 28.99 FEET (L13);

THENCE SOUTH 11°48'21" WEST, 135.81 FEET (L14);

THENCE NORTH 77°50'33" WEST, 7.82 FEET (L15);

THENCE SOUTH 11°48'21" WEST, 121.49 FEET (L16);

THENCE NORTH 78°56'11" WEST, 8.24 FEET (L17) TO SOUTHEAST CORNER OF LOT 10, BLOCK 1733 OF SAID TRACT 8652;

THENCE ALONG THE EASTERN LINE OF SAID LOT 10 AND LOT 11, BLOCK 1733 OF SAID TRACT 8652, NORTH 11°48'21" EAST, 242.08 FEET (L18) TO THE NORTHEASTERLY CORNER OF SAID LOT 11;

THENCE NORTH 40°41'40" WEST, 146.21 FEET (L19) ALONG THE NORTHEASTERLY LINE OF SAID LOT 11;

THENCE NORTH 90°00'00" WEST, 130.00 FEET (L20) ALONG THE NORTHERN LINE OF A PREVIOUSLY DESCRIBED PORTION OF LOT A, TRACT 8652;


THENCE SOUTH 59°00'00" WEST, 50.50 FEET (L21) ALONG THE NORTHWESTERLY LINE OF SAID PORTION OF LOT A;

THENCE SOUTH 2°01'45" WEST, 153.12 FEET (L22) ALONG THE WESTERLY LINE OF SAID PORTION OF LOT A, TO THE TRUE POINT OF BEGINNING.

CONTAINS 77,349 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY **BOLTON ENGINEERING CORPORATION:**


Brian O'Neill L.S. 8958


DATE



EXHIBIT B
PROPERTY MAP

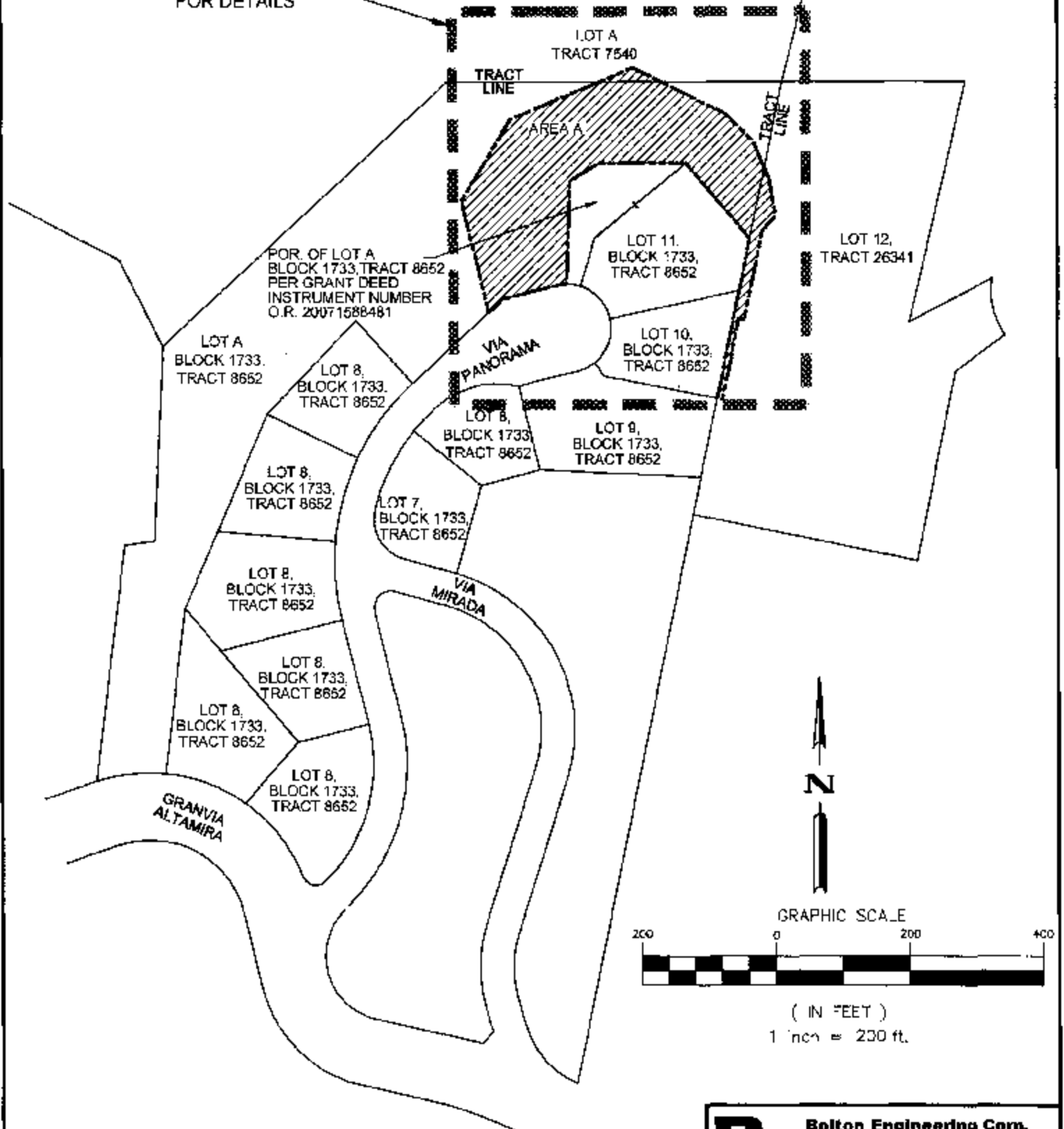
EXHIBIT "B"

AREA A

LEGAL DESCRIPTION OF AREA A

SHEET 1 OF 7

SEE SHEET 2
FOR DETAILS



Bolton Engineering Corp.
25834 Norbonne Avenue Ste. 210
Lomita, Ca. 90717
(310) 325-6580 FAX(310) 325-6581

EXHIBIT "B"

AREA A

LEGAL DESCRIPTION OF AREA A

SHEET 2 OF 7

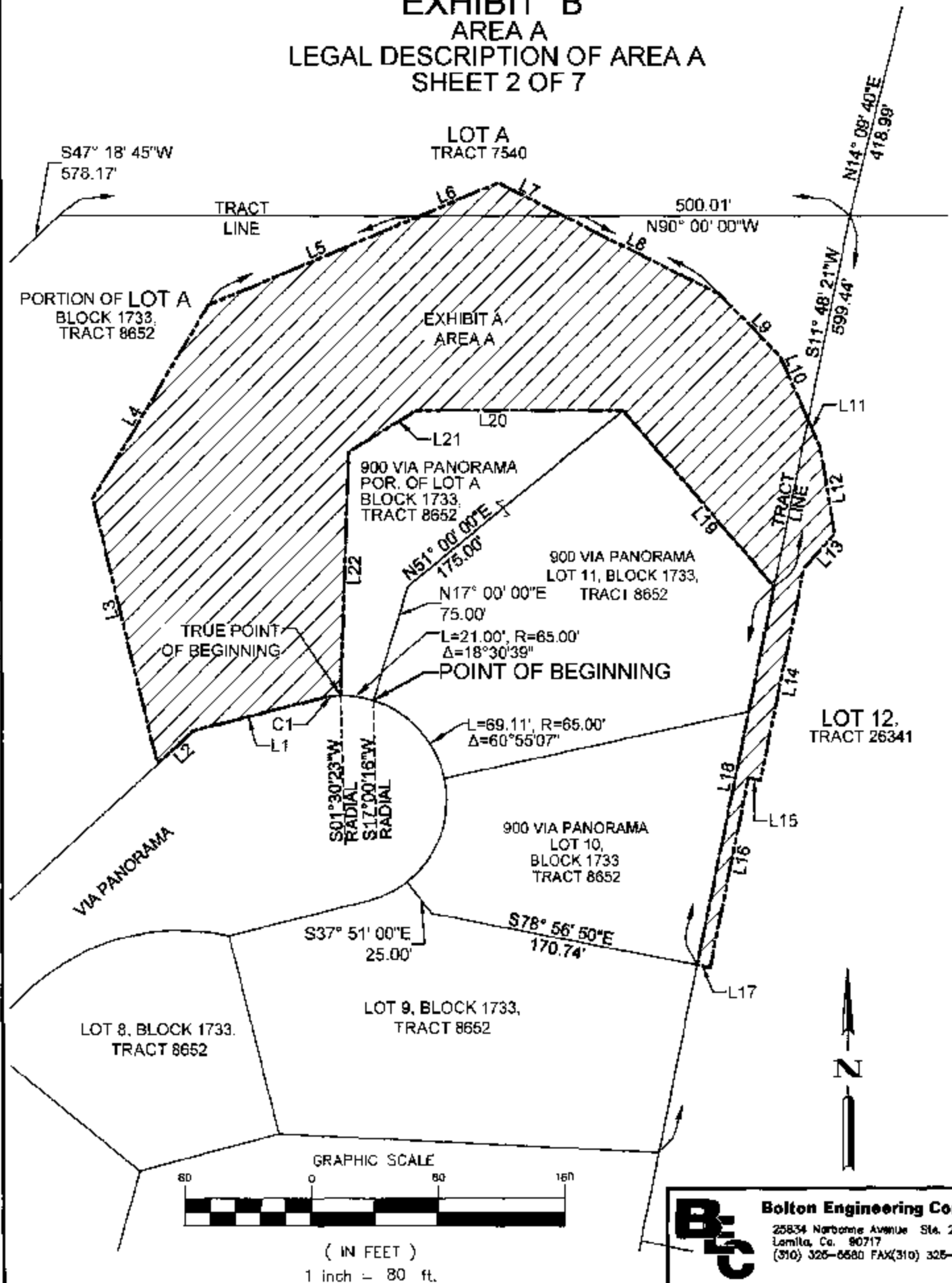


EXHIBIT "B"
AREA A
LEGAL DESCRIPTION OF AREA A
SHEET 3 OF 7

Parcel Table- Area A			
Line #/Curve #	Length	Direction/Delta	Radius
C1	14.23'	012°32'37"	65.00'
L1	81.57'	S75° 57' 00"W	
L2	30.82'	S47° 46' 30"W	
L3	170.82'	N13° 38' 09"W	
L4	141.69'	N31° 07' 01"E	
L5	144.69'	N67° 23' 03"E	
L6	53.61'	N67° 23' 03"E	
L7	45.43'	S63° 38' 17"E	
L8	109.59'	S63° 38' 17"E	
L9	55.79'	S44° 16' 41"E	
L10	42.75'	S23° 40' 31"E	
L11	15.58'	S23° 40' 31"E	
L12	55.29'	S09° 29' 24"E	
L13	28.99'	S42° 31' 34"W	
L14	135.81'	S11° 48' 21"W	
L15	7.82'	N77° 50' 33"W	
L16	121.49'	S11° 48' 21"W	
L17	8.24'	N78° 56' 11"W	
L18	242.08'	N11° 48' 21"E	
L19	146.21'	N40° 41' 40"W	
L20	130.00'	N90° 00' 00"W	
L21	50.50'	S59° 00' 00"W	
L22	153.12'	S02° 01' 45"W	

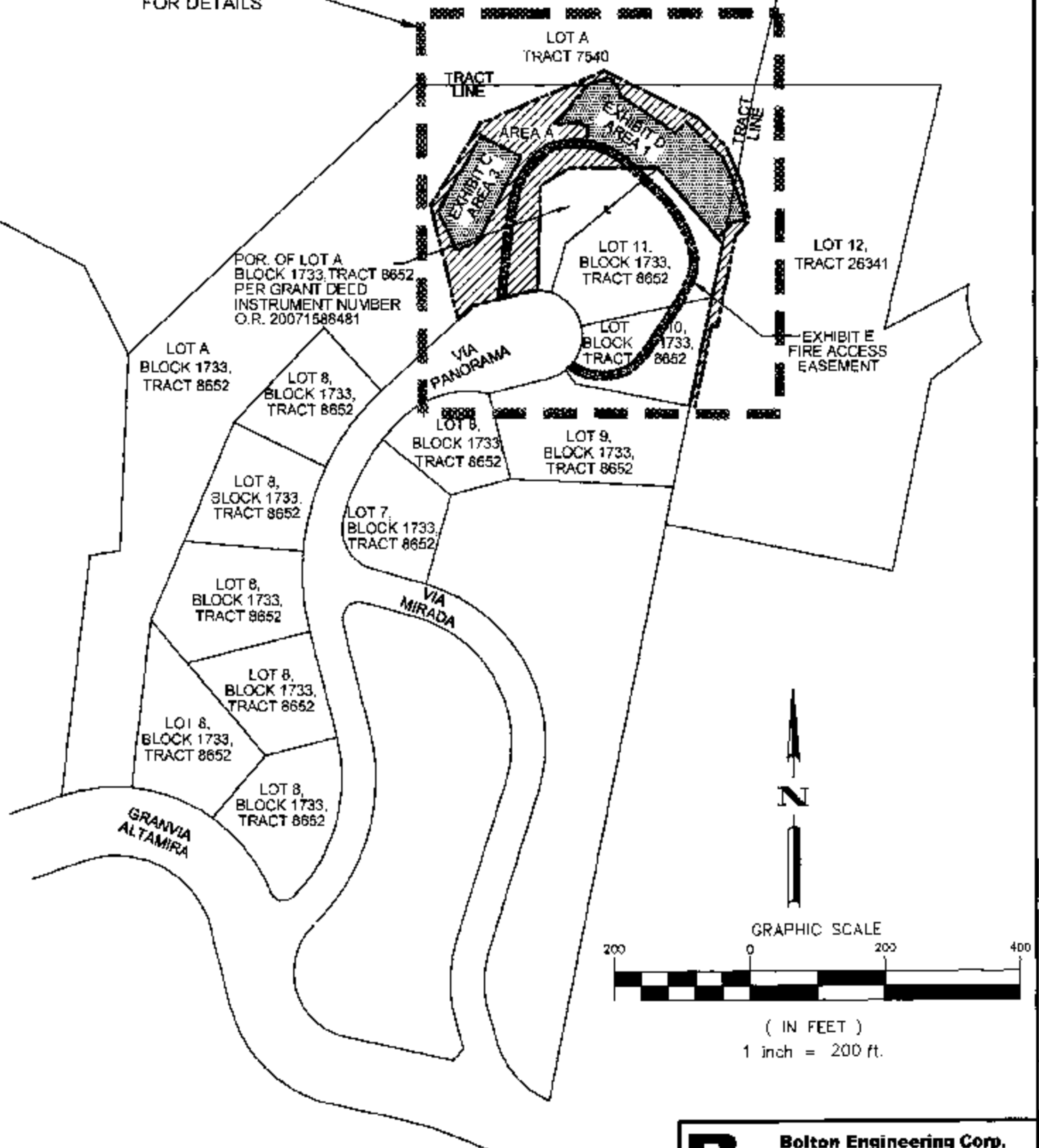


Bolton Engineering Corp.
 25834 Nardonne Avenue Ste. 210
 Lomita, Ca. 90717
 (310) 325-5580 FAX(310) 325-5581

EXHIBIT "B"

LEGAL DESCRIPTION OF ADDITIONAL AREAS SHEET 4 OF 7

SEE SHEET 5
FOR DETAILS



Bolton Engineering Corp.

25834 Norborne Avenue Ste. 210
Lamita, Ca. 90717
(310) 325-5580 FAX(310) 325-5581

EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREAS
SHEET 5 OF 7

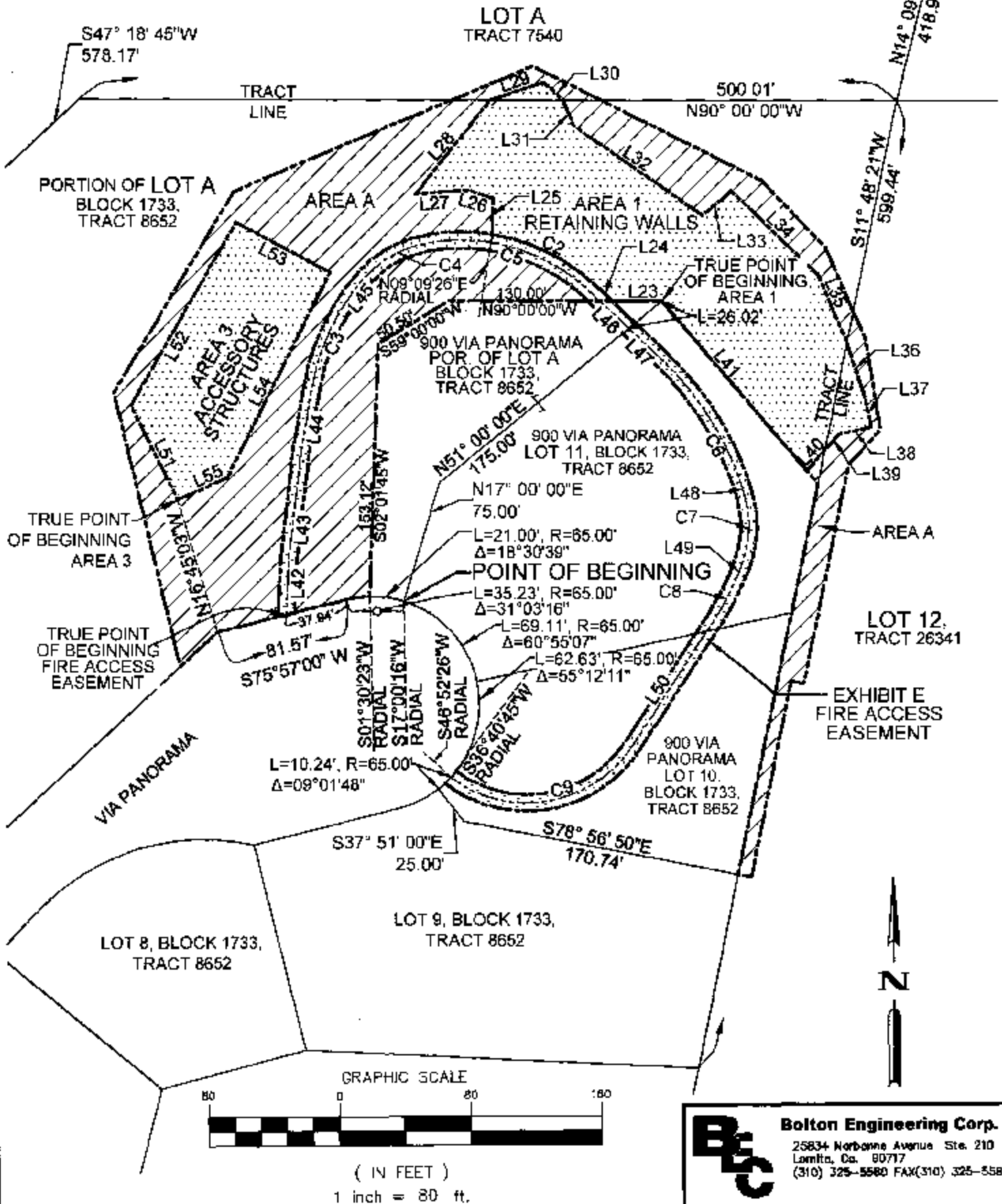


EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREAS
SHEET 6 OF 7

Parcel Table- Area 1: Retaining Walls			
Line #/Curve #	Length	Direction/Delta	Radius
L23	30.50'	N90° 00' 00"W	
L24	14.31'	N46° 51' 25"W	
C2	70.90'	033° 51' 03"	120.00'
L25	21.80'	N01° 28' 14"E	
L26	17.17'	N73° 44' 50"W	
L27	31.15'	S85° 10' 03"W	
L28	73.26'	N38° 54' 47"E	
L29	34.44'	N71° 43' 24"E	
L30	15.72'	S46° 36' 20"E	
L31	17.27'	S23° 22' 57"E	
L32	95.37'	S55° 41' 39"E	
L33	22.70'	N48° 56' 32"E	
L34	73.24'	S46° 33' 00"E	
L35	45.24'	S23° 13' 00"E	
L36	35.63'	S18° 30' 58"E	
L37	17.79'	S11° 06' 09"E	
L38	20.22'	S78° 08' 50"W	
L39	12.97'	S41° 19' 15"W	
L40	16.83'	S41° 19' 15"W	
L41	135.78'	N40° 41' 40"W	



Bolton Engineering Corp.
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 Lomita, Ca. 90717
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EXHIBIT "B"

LEGAL DESCRIPTION OF ADDITIONAL AREAS

SHEET 7 OF 7

Parcel Table- Fire Access Easement

Line #/Curve #	Length	Direction/Delta	Radius
L42	29.17'	N02° 04' 55"E	
L43	69.90'	N06° 34' 58"E	
L44	38.76'	N09° 36' 03"E	
C3	62.18'	026°23'26"	135.00'
L45	5.00'	N35° 59' 29"E	
C4	53.82'	044°03'01"	70.00'
C5	106.31'	052°57'59"	115.00'
L46	33.00'	S46° 59' 31"E	
L47	26.08'	S46° 59' 31"E	
C6	94.11'	029°08'47"	185.00'
L48	3.60'	S17° 50' 44"E	
C7	45.26'	039°53'30"	65.00'
L49	6.91'	S22° 02' 45"W	
C8	29.79'	011°22'38"	150.00'
L50	90.67'	S33° 25' 23"W	
C9	126.64'	093°15'22"	77.60'

Parcel Table- Area 3: Accessory Structures

Line #/Curve #	Length	Direction/Delta	Radius
L51	64.31	N26° 27' 12"W	
L52	128.00	N30° 04' 46"E	
L53	65.00	S62° 26' 47"E	
L54	139.90	S26° 45' 41"W	
L55	32.96	S66° 06' 05"W	

**Bolton Engineering Corp.**
 25834 Norbona Avenue Ste. 210
 Lomita, Ca. 90717
 (310) 325-5580 FAX(310) 325-5581

**EXHIBIT C- ACCESSORY STRUCTURES
AREA 3 LEGAL DESCRIPTION**

EXHIBIT "C"

AREA 3
ACCESSORY STRUCTURES

THOSE PORTIONS OF LOT A, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87 IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, OF SAID COUNTY RECORDER, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'16", AN ARC DISTANCE OF 35.23 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 75°57'00" WEST, 81.57 FEET;

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 16°45'03" WEST 83.37 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 26°27'12" WEST, 64.31 FEET (L51);

THENCE NORTH 30°04'46" EAST, 128.00 FEET (L52);

THENCE SOUTH 62°26'47" EAST, 65.00 FEET (L53);

THENCE SOUTH 26°45'41" WEST, 139.90 FEET (L54);

THENCE SOUTH 66°06'05" WEST, 32.96 FEET (L55) TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 10,280 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY **BOLTON ENGINEERING CORPORATION**:

Brian G O'Neill
 Brian O'Neill L.S. 8958

Aug. 7, 2012
 DATE



**EXHIBIT D-RETAINING WALLS
AREA 1- LEGAL DESCRIPTION**

EXHIBIT "D"**AREA 1
RETAINING WALL AREA**

THOSE PORTIONS OF THE FOLLOWING PARCELS: LOT A, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, LOT 12, TRACT 26341 OF THE MAP RECORDED IN MAP BOOK 902, PAGES 98- 100 AND LOT A, TRACT 7540 OF THE MAP RECORDED IN MAP BOOK 104, PAGES 56-59, ALL IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, OF SAID BLOCK 1733, TRACT 8652, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652;

THENCE DEPARTING SAID RIGHT OF WAY, ALONG THE SOUTHWESTERLY LINE OF LOT 11, BLOCK 1733, TRACT 8652 NORTH 17°00'00" EAST 75.00 FEET;

THENCE CONTINUING ALONG SAID LINE NORTH 51°00'00" EAST, 175.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING FROM SAID LINE NORTH 90°00'00" WEST, 30.50 FEET (L23) ALONG THE NORTHERN LINE OF A PORTION OF SAID LOT A, AS PER DEED RECORDED IN INSTRUMENT NO. 20071588481 ON JULY 3, 2007 O.R.;

THENCE DEPARTING SAID LINE NORTH 46°51'25" WEST, 14.31 FEET (L24) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°51'03" AN ARC DISTANCE OF 70.90 FEET (C2) TO A NON-TANGENT POINT ON SAID CURVE, A RADIAL LINE TO SAID POINT BEARS NORTH 9°09'26" EAST;

THENCE NORTH 01°28'14" EAST, 21.80 FEET (L25);

THENCE NORTH 73°44'50" WEST, 17.17 FEET (L26);

THENCE SOUTH 85°10'03" WEST, 31.15 FEET (L27);

THENCE NORTH 38°54'47" EAST, 73.26 FEET (L28) TO A SOUTHERLY LINE OF SAID LOT A, TRACT 7540;

THENCE NORTH 71°43'24" EAST, 34.44 FEET (L29);

THENCE SOUTH 46°36'20" EAST, 15.72 FEET (L30) TO THE NORTHERLY LINE OF SAID LOT A, TRACT 8652;

THENCE SOUTH 23°22'57" EAST, 17.27 FEET (L31);

THENCE SOUTH 55°41'39" EAST, 95.37 FEET (L32);

THENCE NORTH 48°58'32" EAST, 22.70 FEET (L33);

THENCE SOUTH 46°33'00" EAST, 73.24 FEET (L34);

THENCE SOUTH 23°13'00" EAST, 45.24 FEET (L35) TO THE WESTERLY LINE OF LOT 12, TRACT 26341;

THENCE SOUTH 18°30'58" EAST, 35.63 FEET (L36);

THENCE SOUTH 11°06'09" EAST, 17.79 FEET (L37);

THENCE SOUTH 78°08'50" WEST, 20.22 FEET (L38);

THENCE SOUTH 41°19'15" WEST, 12.97 (L39) FEET TO THE EASTERLY LINE OF LOT A, TRACT 8652;

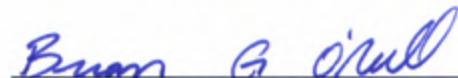
THENCE CONTINUING SOUTH 41°19'15" WEST, 16.83 (L40) TO THE NORTHEASTERLY LINE OF LOT 11, BLOCK 1733, TRACT 8652;


THENCE NORTHWESTERLY ALONG SAID LINE NORTH 40°41'40" WEST, 135.76 FEET (L41) TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 22,265 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY **BOLTON ENGINEERING CORPORATION:**


Brian O'Neill L.S. 8958


DATE



**EXHIBIT E- FIRE ACCESS EASEMENT
LEGAL DESCRIPTION**

EXHIBIT "E"**FIRE ACCESS EASEMENT**

AN EASEMENT FOR FIRE ACCESS IN AND TO THOSE PORTIONS OF LOT A OF THE MAP RECORDED IN MAP BOOK 125, PAGE 85-87, BLOCK 1733, TRACT 8652, A PORTION OF LOT A PER DEED RECORDED IN INSTRUMENT NO. 20071588481 ON JULY 3, 2007 O.R., LOTS 10 AND LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, ALL IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 10.00 FEET WIDE, LYING 5.00 FEET ON EACH SIDE, MEASURED PERPENDICULARLY OR RADially, OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, OF SAID BLOCK 1733, TRACT 8652, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'16", AN ARC DISTANCE OF 35.23 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 75°57'00" WEST, 37.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING FROM SAID RIGHT OF WAY, NORTH 02°04'55" EAST, 29.17 FEET (L42);

THENCE NORTH 06°34'58" EAST, 69.90 FEET (L43);

THENCE NORTH 09°36'03" EAST, 38.76 FEET (L44) TO THE BEGINNING OF A COMPOUND TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 135.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°23'26" AN ARC DISTANCE OF 62.18 FEET (C3);

THENCE NORTH 35°59'29" EAST, 5.00 FEET (L45) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°03'01" AN ARC DISTANCE OF 53.82 FEET (C4) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°57'59" AN ARC DISTANCE OF 106.31 FEET (C5);

THENCE SOUTH 46°59'31" EAST, 33.00 FEET (L46) TO A POINT ON THE NORTHWESTERLY LINE OF LOT 11, BLOCK 1733, TRACT 8652, 26.02 FEET FROM THE MOST NORTHERLY POINT OF SAID LOT;

THENCE CONTINUING SOUTH 46°59'31" EAST, 26.08 FEET (L47) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 185.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'47" AN ARC DISTANCE OF 94.11 FEET (C6);

THENCE SOUTH 17°50'44" EAST, 3.60 FEET (L48) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}53'30''$ AN ARC DISTANCE OF 45.26 FEET (C7);

THENCE SOUTH $22^{\circ}02'45''$ WEST, 6.91 FEET (L49) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 150.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}22'38''$ AN ARC DISTANCE OF 29.79 FEET (C8)

THENCE SOUTH $33^{\circ}25'23''$ WEST, 90.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTH WESTERLY, HAVING A RADIUS OF 77.80 FEET (L50);

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $93^{\circ}15'22''$ AN ARC DISTANCE OF 126.64 FEET (C9) TO A NON-TANGENT POINT ON SAID RIGHT OF WAY OF VIA PANORAMA HAVING A RADIUS OF 65.00 FEET, LYING AN ARC DISTANCE OF 10.24 FEET AND HAVING A CENTRAL ANGLE OF $09^{\circ}01'48''$ NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 10, A RADIAL LINE TO SAID NON-TANGENT POINT BEING SOUTH $36^{\circ}40'45''$ WEST (R=77.80 FEET) AND SOUTH $46^{\circ}52'26''$ EAST (R=65.00 FEET).

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED TO END AT SAID RIGHT OF WAY OF VIA PANORAMA.

CONTAINS 8,213 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Brian G. O'Neill
Brian O'Neill L.S. 8958

Aug. 7, 2012
DATE



**EXHIBIT F & G- SEWER EASEMENT
LEGAL DESCRIPTION**

EXHIBIT "F"**SEWER EASEMENT**

BEING A 5 FOOT WIDE EASEMENT FOR SEWER PURPOSES OVER A PORTION OF LOT A, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87 IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, OF SAID TRACT, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652;

THENCE DEPARTING SAID RIGHT OF WAY, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT 11, NORTH 17°00'00" EAST 75.00 FEET;

THENCE CONTINUING ALONG SAID PROPERTY LINE NORTH 51°00'00" EAST, 175.00 FEET;

THENCE ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID LOT 11, SOUTH 40°41'40" EAST 146.21 FEET TO A POINT ON THE WESTERLY LINE OF LOT 12, TRACT 26341 OF THE MAP RECORDED IN MAP BOOK 902, PAGES 98- 100 IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF SAID LOT 12, NORTH 11°48'21" EAST, 106.85 FEET (L1);

THENCE DEPARTING SAID LINE NORTH 23°40'31" WEST, 8.61 FEET (L2);

THENCE SOUTH 11°48'21" WEST, 110.02 FEET (L3) TO THE NORTHEASTERLY PROPERTY LINE OF SAID LOT 11;

THENCE ALONG SAID LINE SOUTH 40°41'40" EAST, 6.30 FEET (L4) TO THE NORTHEASTERLY CORNER OF SAID LOT 11, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

CONTAINS 542 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "G" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Brian G. O'Neill
Brian O'Neill L.S. 8958

Aug. 7, 2012
DATE



EXHIBIT "G"

SEWER EASEMENT

SHEET 1 OF 2

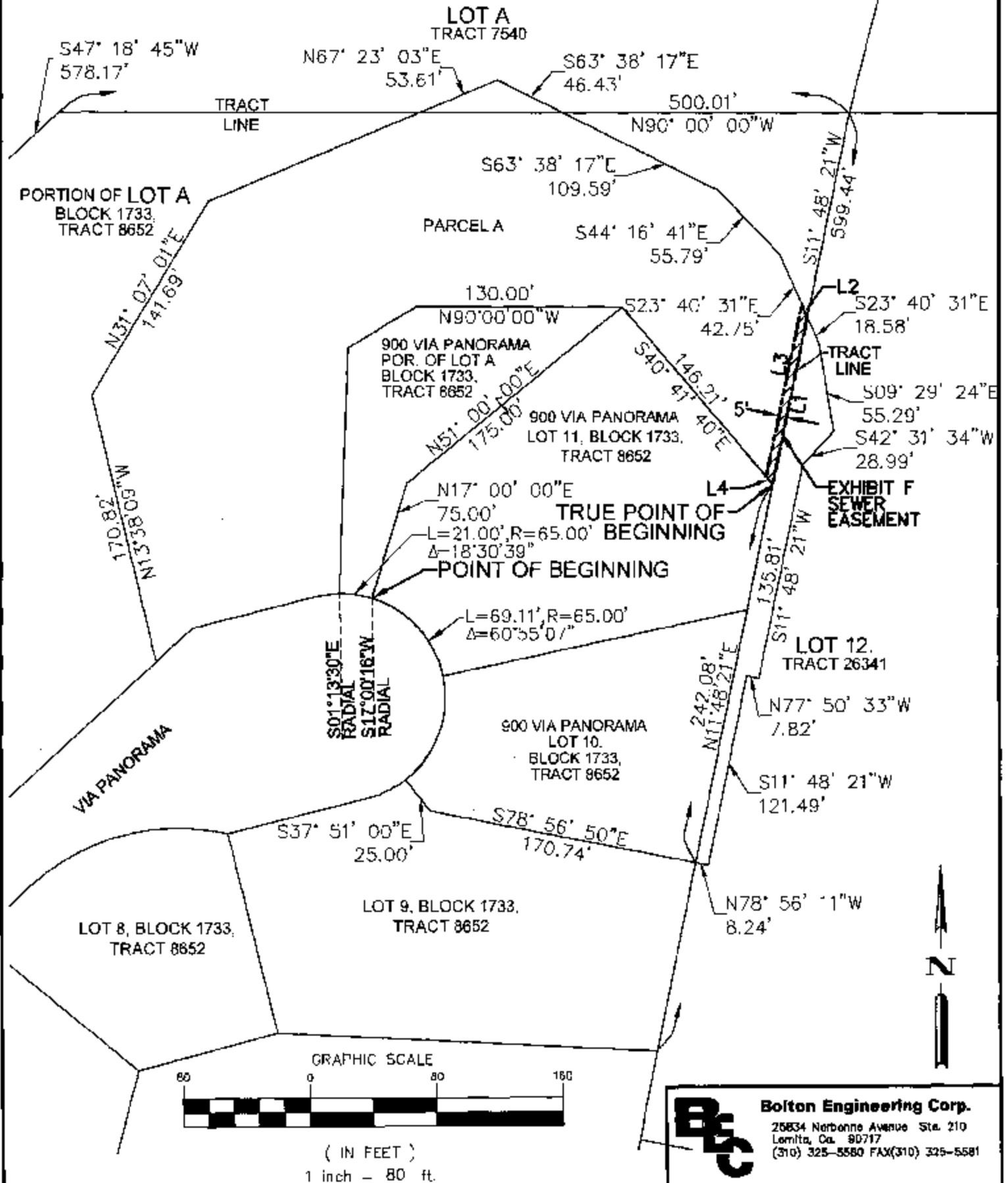


EXHIBIT "G"
SEWER EASEMENT
SHEET 2 OF 2

Line Table		
Line #	Length	Direction
L1	106.85'	N11° 48' 21"E
L2	8.61'	N23° 40' 31"W
L3	110.02'	S11° 48' 21"W
L4	6.30'	S40° 41' 40"E



Bolton Engineering Corp.

25834 Norbonne Avenue Ste. 210
Lomita, Ca. 90717
(310) 325-3580 FAX(310) 325-6581

**EXHIBIT H & I- STORM DRAIN EASEMENT
LEGAL DESCRIPTION**

EXHIBIT "H"

STORM DRAIN EASEMENT

BEING AN EASEMENT FOR STORM DRAIN PURPOSES OVER A PORTION OF LOT A, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87 IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, OF SAID TRACT, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'16", AN ARC DISTANCE OF 35.23 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 75°57'00" WEST, 75.29 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 75°57'00" WEST, 6.28 FEET (L1);

THENCE DEPARTING SAID RIGHT OF WAY NORTH 16°45'03" WEST, 83.37 FEET (L2);

THENCE NORTH 26°27'12" WEST, 64.31 FEET (L3);

THENCE NORTH 30°04'46" EAST, 4.76 FEET (L4);

THENCE SOUTH 61°12'30" EAST, 72.17 FEET (L5);

THENCE SOUTH 03°43'56" WEST, 105.47 FEET (L6) TO THE RIGHT OF WAY OF VIA PANORAMA, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**.

CONTAINS 3,737 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "I" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Brian G. O'Neill
Brian O'Neill L.S. 8958

Aug. 7, 2012
DATE



EXHIBIT "I"

STORM DRAIN EASEMENT

SHEET 1 OF 2

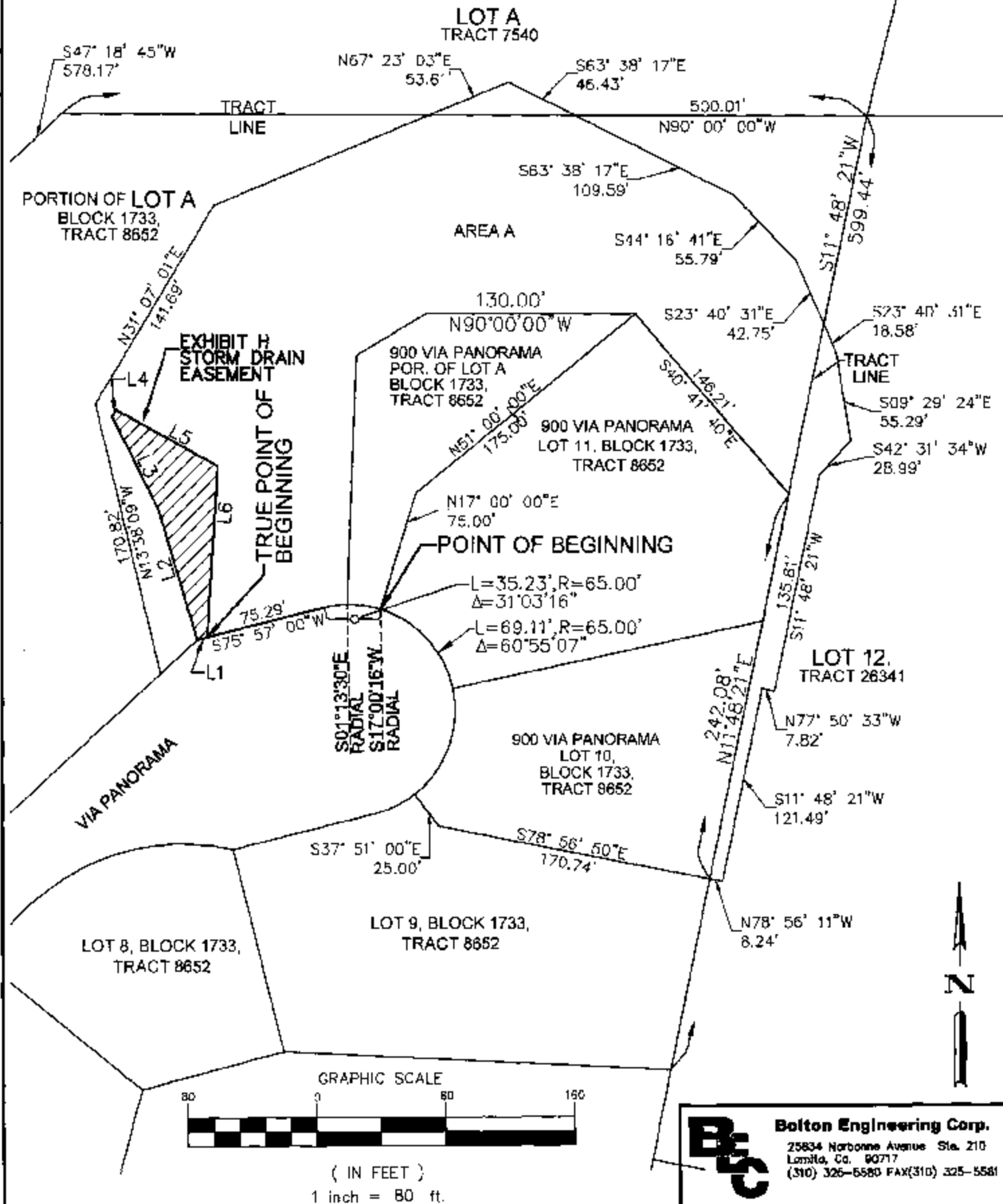


EXHIBIT "I"
STORM DRAIN EASEMENT
SHEET 2 OF 2

Line Table		
Line #	Length	Direction
L1	6.28'	S75° 57' 00"W
L2	83.37'	N16° 45' 03"W
L3	64.31'	N26° 27' 12"W
L4	4.76'	N30° 04' 46"E
L5	72.17'	S61° 12' 30"E
L6	105.47'	S03° 43' 56"W



Bolton Engineering Corp.

25834 Norbonne Avenue Ste. 210
Lomita, Ca. 90717
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20121327415



Pages:
0020

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/05/12 AT 08:00AM

FEES:	93.00
TAXES:	550.00
OTHER:	0.00
PAID:	643.00

PCOR SURCHARGE \$20.00



LEADSHEET



201209050240010

00006385279



004255022

SEQ:
10

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T44

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Thomas J. Lieb
25550 Hawthorne Blvd.
Torrance, CA 90505



4132274-50

APN: 7545-002-900

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

DOCUMENTARY TRANSFER TAX

\$ 350.00

Computed on the consideration or value of property
conveyed; OR

Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

[Signature]
Signature of Declarant or Agent determining tax From
Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Grantor"), hereby GRANTS to THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012 ("Grantee"), the real property ("Property") in the County of Los Angeles, State of California, described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof, together with all tenements and appurtenances thereunto belonging or in anywise appertaining.

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Grantee acknowledges that the Property is subject to certain easements in favor of the City of Palos Verdes Estates ("City") and other conditions and restrictions as stated in the quitclaim deed transferring the Property from the City to the Grantor and the conditions, restrictions and reservations of record stated in Section 10 herein.
2. Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space. 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 ("PVEMC") Section 18.32.010.D within the area described on Exhibit "C," attached hereto and by this

reference made a part hereof, and shown as Area 3 on Exhibit "B." Grantee shall apply for approval of any such permitted structures by Grantor and the City in accordance with standard procedure and in conformance with applicable covenants, ordinances, and codes. Any such structure shall comply with any and all requirements of City, Grantor, and the Art Jury including but not limited to height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this paragraph.

3. Grantee shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to City. Grantee shall be solely responsible for such maintenance.
4. This Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited.
5. All terms and conditions in this Deed shall be binding upon Grantee and their successors and assigns. The benefits and burdens described herein are intended to and shall run with the land. Every person or entity who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the conditions stated herein, whether or not any reference to this Deed is contained in the instrument by which such party acquired an interest in the Property.
6. Grantee acknowledges and agrees that Grantor would not convey the Property without the conditions being set forth herein and that Grantee would not accept the conveyance without the statements of the parties' intent set forth herein. In the event of any violation by Grantee of said conditions, Grantor shall have the right, without posting bond or security, to enjoin such violation, to bring an action for specific performance of declaratory relief in a court of competent jurisdiction, to request that any improvements installed and/or maintained by Grantee on the Property be removed, or bring an action at law for damages. In the event a party brings an action to enforce or seek redress for breach of these conditions, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred in trial, on appeal or in petition for review, in addition to other appropriate relief.
7. No breach of the conditions stated herein shall entitle any person or entity to terminate the conditions or any of them, but such limitation shall not affect in any manner any other rights or remedies which any person or entity may have under this Deed by reason of any breach thereof.
8. Grantee, for itself, its successors and assigns, with respect to the Property, acknowledges and agrees to be bound by all of the terms and provisions of this Deed.
9. This Deed may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same

date.

10. This conveyance is made and accepted and said realty is hereby conveyed subject to conditions, restrictions and reservations of record, including but not limited to, that certain Declaration No. 1 - Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for Palos Verdes Estates recorded July 5, 1923 in Book 2360, page 231 of the Official Records of Los Angeles County (including all amendments thereto of record) (Declaration No. 1) and that certain Declaration No. 25 of Establishment of Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for Tract 8562 Palos Verdes Estates recorded July 26, 1926, in Book 6052, page 86 et. seq. of Official Records of Los Angeles County (including all amendments thereto of record) (Declaration No. 25). It is the intent of the parties that the structures permitted under Section 2 hereof are permitted under the conditions, restrictions and reservations cited herein, subject to compliance with the application and approval requirements of Section 2.

IN WITNESS WHEREOF, Grantor has executed this instrument this 13 day of August 2012.

GRANTOR:

Palos Verdes Homes Association

By:

Dale P. Hoffman
Dale P. Hoffman

Agreed and accepted this 14 day of August 2012

GRANTEE:

Thomas J. Lieb, Trustee, the Via Panorama Trust w/do May 2, 2012

By:

Thomas J. Lieb, Trustee
Thomas J. Lieb

State of California)

County of Los Angeles)

On August 13, 2012 before me, NICKIE KRONEBERGER, a Notary Public in and for said State, Dale P. Hoffman personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Nickie Kroneberger



(This area for notary stamp)

State of California)

County of LOS ANGELES)

On Aug 14, 2012 before me, IRMA MARQUEZ, a Notary Public in and for said State, Thomas J. Lieb, Trustee, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Irina Marquez



(This area for notary stamp)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

}
} SS.
}

7

On August 13, 2012, before me, Vickie Kroneberger, a notary public, personally appeared Dale P. Hoffman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(This area for official notaries seal)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

}
} SS.
}

On August 14, 2012, before me, Irma Marquez, a notary public, personally appeared Thomas J. Lieb, Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature

Irma Marquez



(This area for official notaries seal)

8

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"**LEGAL DESCRIPTION OF PROPERTY**

THOSE PORTIONS OF THE FOLLOWING PARCELS: LOT A, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, LOT 12, TRACT 26341 OF THE MAP RECORDED IN MAP BOOK 902, PAGES 98- 100 AND LOT A, TRACT 7540 OF THE MAP RECORDED IN MAP BOOK 104, PAGES 56-59, IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, OF SAID COUNTY RECORDER, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 18°30'39", AN ARC DISTANCE OF 21.00 FEET, TO TRUE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 12°32'37", AN ARC DISTANCE OF 14.23 FEET (C');

THENCE SOUTH 75°57'00" WEST, 81.57 FEET (L1);

THENCE SOUTH 47°46'30" WEST, 30.82 FEET (L2);

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 13°38'09" WEST, 170.82 FEET (L3);

THENCE NORTH 31°07'01" EAST, 141.69 FEET (L4);

THENCE NORTH 67°23'03" EAST, 144.69 FEET (L5) TO A SOUTHERLY LINE OF SAID LOT A, TRACT 7540;

THENCE CONTINUING NORTH 67°23'03" EAST, 53.61 FEET (L6);

THENCE SOUTH 63°38'17" EAST, 46.43 FEET (L7) TO THE NORTHERLY LINE OF SAID LOT A, TRACT 8652

THENCE CONTINUING SOUTH 63°38'17" EAST, 109.59 FEET (L8);

THENCE SOUTH 44°16'41" EAST, 55.79 FEET (L9);

THENCE SOUTH 23°40'31" EAST, 42.75 FEET (L10) TO THE WESTERLY LINE OF SAID LOT 12, TRACT 26341;

THENCE CONTINUING SOUTH 23°40'31" EAST, 18.58 FEET (L11);

THENCE SOUTH 9°29'24" EAST, 55.29 FEET (L12);

THENCE SOUTH 42°31'34" WEST, 28.99 FEET (L13);

THENCE SOUTH 11°48'21" WEST, 135.81 FEET (L14);

THENCE NORTH 77°50'33" WEST, 7.82 FEET (L15);

THENCE SOUTH 11°48'21" WEST, 121.49 FEET (L16);

THENCE NORTH 78°58'11" WEST, 8.24 FEET (L17) TO SOUTHEAST CORNER OF LOT 10, BLOCK 1733 OF SAID TRACT 8652;

THENCE ALONG THE EASTERN LINE OF SAID LOT 10 AND LOT 11, BLOCK 1733 OF SAID TRACT 8652, NORTH $11^{\circ}48'21''$ EAST, 242.08 FEET (L18) TO THE NORTHEASTERLY CORNER OF SAID LOT 11;

THENCE NORTH $40^{\circ}41'40''$ WEST, 146.21 FEET (L19) ALONG THE NORTHEASTERLY LINE OF SAID LOT 11;

THENCE NORTH $90^{\circ}00'00''$ WEST, 130.00 FEET (L20) ALONG THE NORTHERN LINE OF A PORTION OF LOT A, TRACT 8652, AS PER DEED RECORDED IN INSTRUMENT NO. 20071588481 ON JULY 3, 2007 O R;

THENCE SOUTH $59^{\circ}00'00''$ WEST, 50.50 FEET (L21) ALONG THE NORTHWESTERLY LINE OF SAID PORTION OF LOT A;

THENCE SOUTH $2^{\circ}01'45''$ WEST, 153.12 FEET (L22) ALONG THE WESTERLY LINE OF SAID PORTION OF LOT A, TO THE TRUE POINT OF BEGINNING.

CONTAINS 77,349 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

PREPARED BY BOLTON ENGINEERING CORPORATION:


Ross N. Bolton, R.C.E. 26120

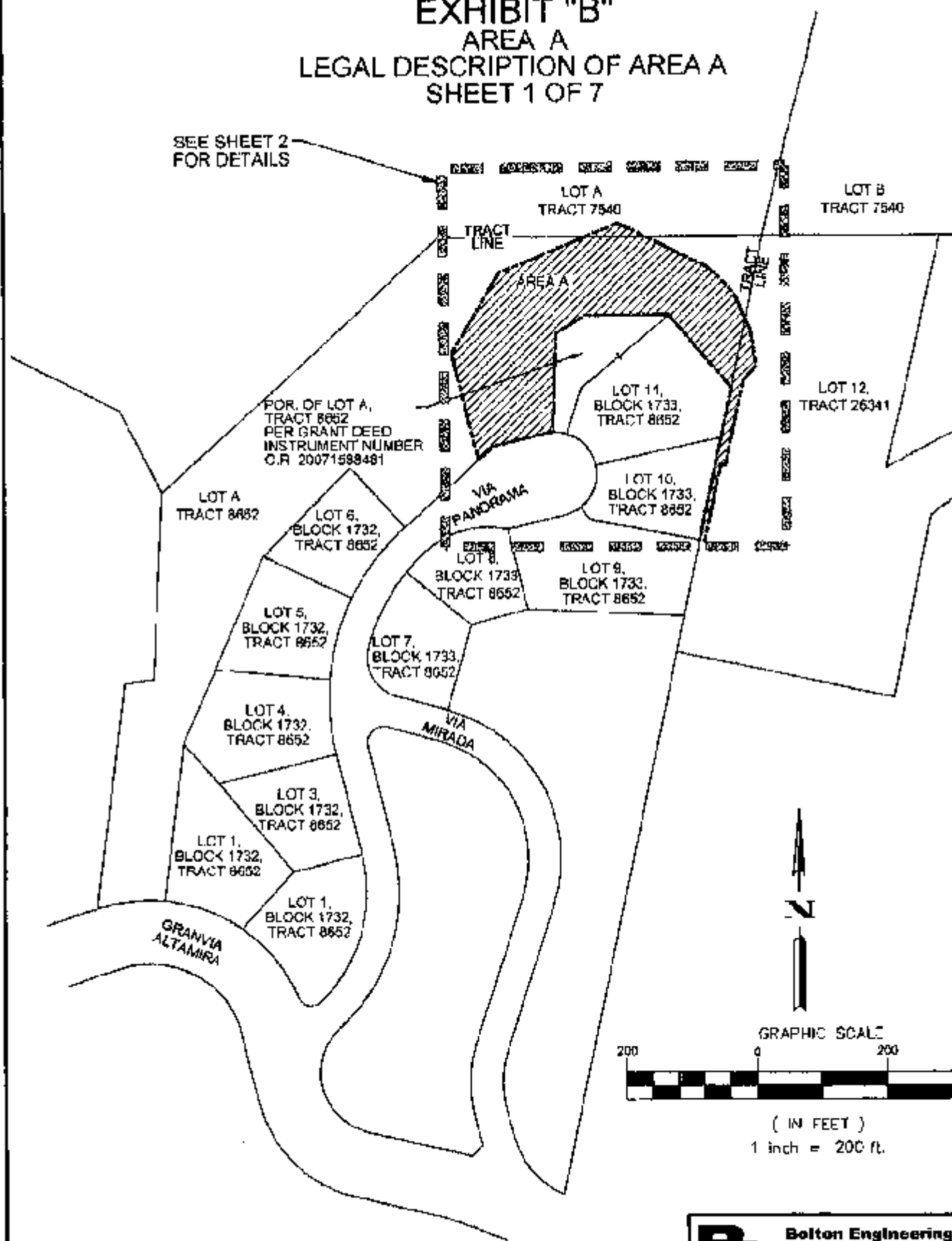
AUG 30, 2012
DATE



**EXHIBIT B
PROPERTY MAP**

EXHIBIT "B" AREA A LEGAL DESCRIPTION OF AREA A SHEET 1 OF 7

SEE SHEET 2
FOR DETAILS




**Bolton Engineering Corp.**
25634 Harborne Avenue Ste. 210
Lomita, Ca. 90717
(310) 325-6880 FAX(310) 325-6381

EXHIBIT "B"
AREA A
LEGAL DESCRIPTION OF AREA A
SHEET 2 OF 7

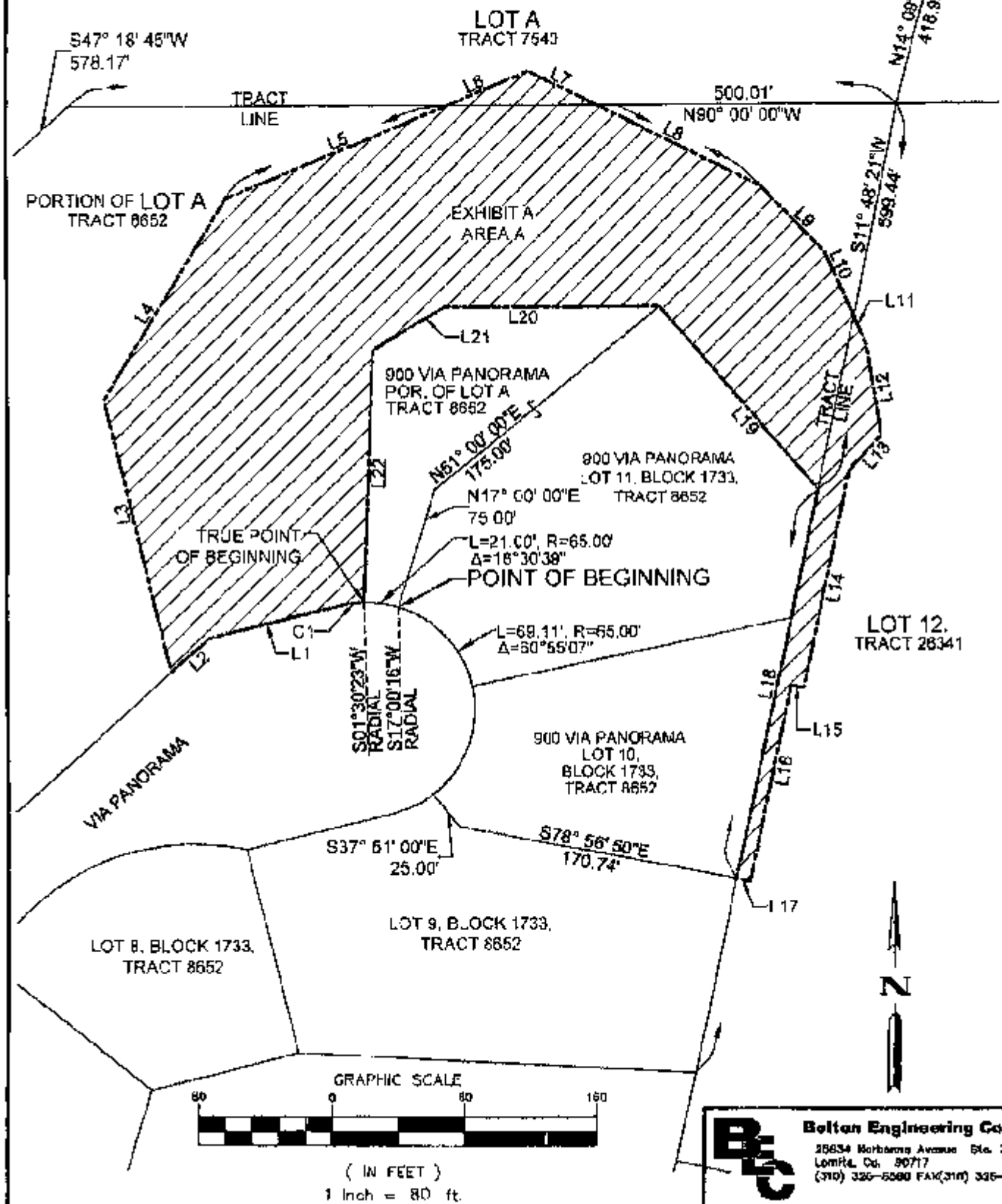


EXHIBIT "B"
AREA A
LEGAL DESCRIPTION OF AREA A
SHEET 3 OF 7

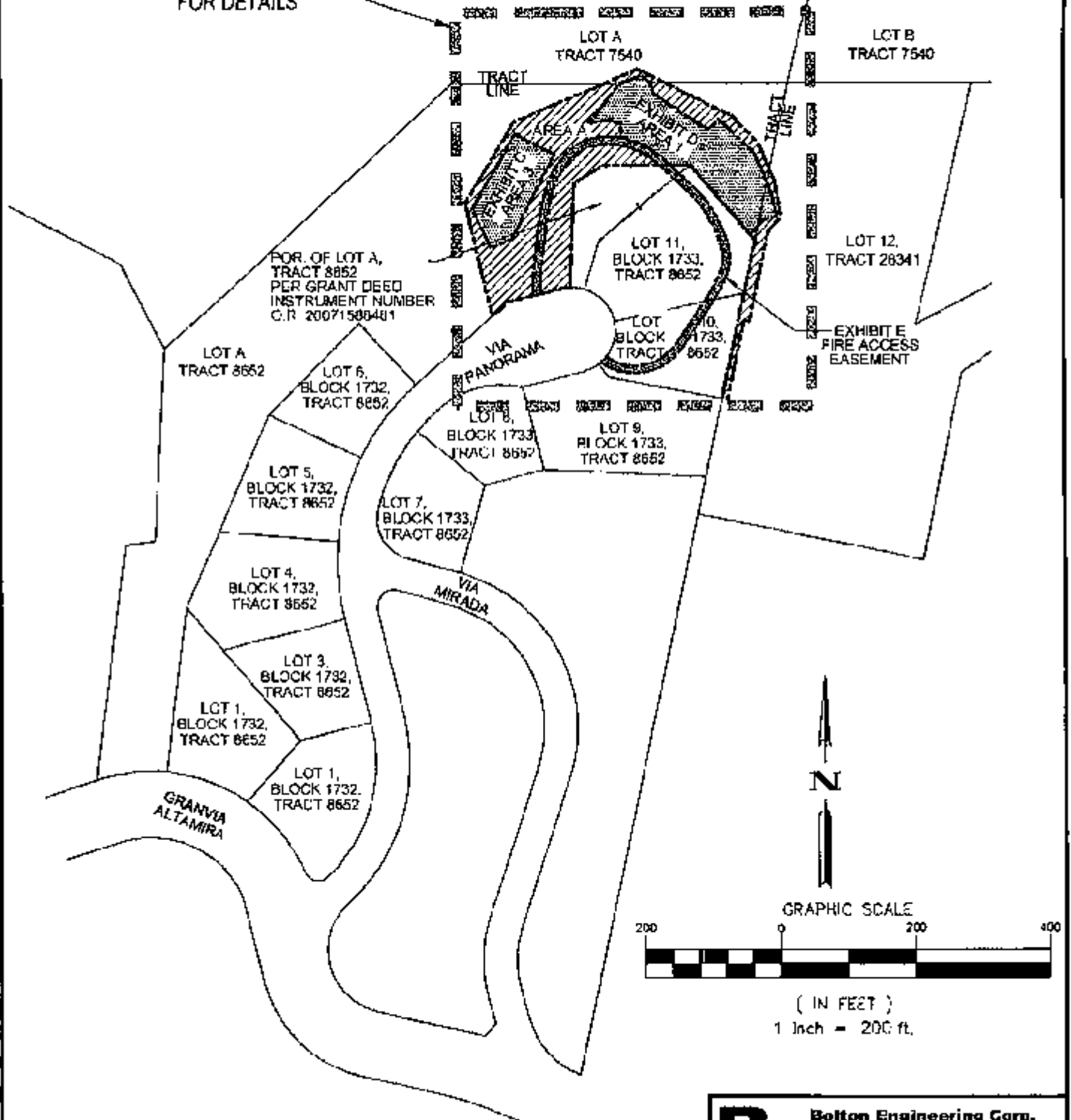
Parcel Table- Area A			
Line #/Curve #	Length	Direction/Delta	Radius
C1	14.23'	012°32'37"	65.00'
L1	81.57'	S75° 57' 00"W	
L2	30.82'	S47° 46' 30"W	
L3	170.82'	N13° 38' 08"W	
L4	14'.69'	N31° 07' 01"E	
L5	144.69'	N67° 23' 03"E	
L6	53.61'	N67° 23' 03"E	
L7	46.43'	S83° 38' 17"E	
L8	109.59'	S63° 38' 17"E	
L9	55.79'	S44° 16' 41"E	
L10	42.75'	S23° 40' 31"E	
L11	18.58'	S23° 40' 31"E	
L12	55.29'	S09° 29' 24"E	
L13	28.99'	S42° 31' 34"W	
L14	135.81'	S11° 48' 21"W	
L15	7.82'	N77° 50' 33"W	
L16	121.49'	S11° 48' 21"W	
L17	8.24'	N78° 56' 11"W	
L18	242.08'	N11° 48' 21"E	
L19	148.21'	N40° 41' 40"W	
L20	130.00'	N90° 00' 00"W	
L21	50.50'	S59° 00' 00"W	
L22	153.12'	S02° 01' 45"W	



Bolton Engineering Corp.
 20854 Norberto Avenue Ste. 210
 Lomita, Ca. 90717
 (310) 325-9680 FAX(310) 325-5051

EXHIBIT "B" LEGAL DESCRIPTION OF ADDITIONAL AREAS SHEET 4 OF 7

SEE SHEET 5
FOR DETAILS



Bolton Engineering Corp.
28834 Norborne Avenue Ste. 210
Lomita, Ca. 90717
(310) 325-5560 FAX (310) 325-5561

EXHIBIT "B"

LEGAL DESCRIPTION OF ADDITIONAL AREAS

SHEET 5 OF 7

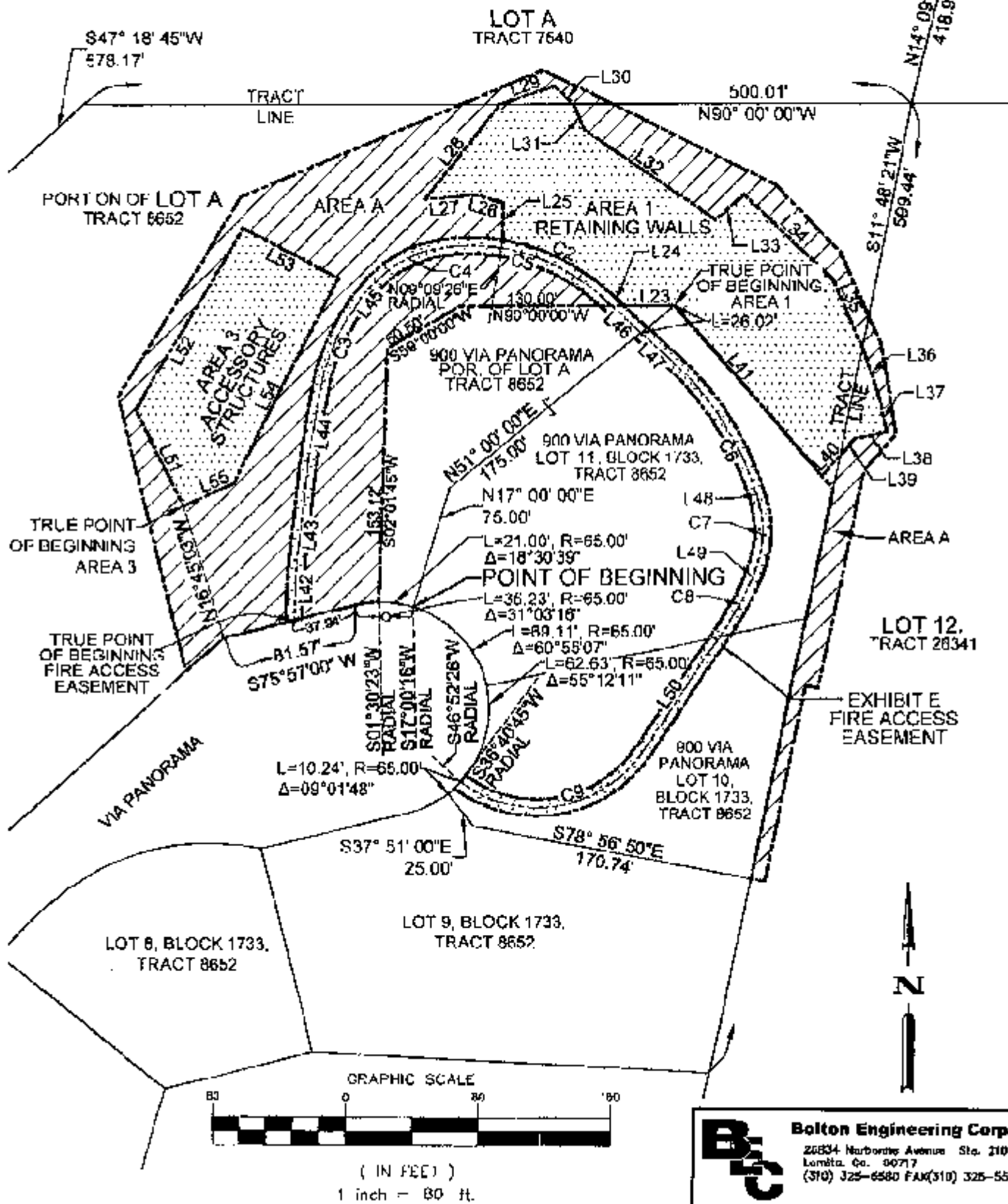


EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREAS
SHEET 6 OF 7

Parcel Table- Area 1: Retaining Walls			
Line #/Curve #	Length	Direction/Delta	Radius
L23	30.50'	N90° 00' 00"W	
L24	14.31'	N46° 51' 25"W	
C2	70.90'	033°51'03"	120.00'
L25	21.80'	N01° 28' 14"E	
L26	17.17'	N73° 44' 50"W	
L27	31.15'	S85° 10' 03"W	
L28	73.28'	N38° 54' 47"E	
L29	34.44'	N71° 43' 24"E	
L30	15.72'	S46° 36' 20"E	
L31	17.27'	S23° 22' 57"E	
L32	95.37'	S55° 41' 39"E	
L33	22.70'	N48° 56' 32"E	
L34	73.24'	S46° 33' 00"E	
L35	45.24'	S23° 13' 00"E	
L36	35.63'	S18° 30' 58"E	
L37	17.79'	S11° 06' 09"E	
L38	20.22'	S78° 08' 53"W	
L39	12.97'	S41° 19' 15"W	
L40	16.83'	S41° 19' 15"W	
L41	135.76'	N40° 41' 40"W	



Bolton Engineering Corp.
 25834 Norborna Avenue Ste. 210
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EXHIBIT "B" **LEGAL DESCRIPTION** **OF ADDITIONAL AREAS** **SHEET 7 OF 7**

Parcel Table- Fire Access Easement

Line #/Curve #	Length	Direction/Delta	Radius
L42	29.17'	N02° 04' 55"E	
L43	69.90'	N06° 34' 58"E	
L44	30.76'	N09° 36' 03"E	
C3	62.18'	026°23'26"	135.00'
L45	5.00'	N35° 59' 29"E	
C4	53.82'	044°03'01"	70.00'
C5	106.31'	052°57'58"	115.00'
L46	33.00'	S46° 59' 31"E	
L47	26.08'	S46° 59' 31"E	
C6	94.11'	029°08'47"	185.00'
L48	3.60'	S17° 50' 44"E	
C7	45.26'	039°53'30"	65.00'
L49	6.91'	S22° 02' 45"W	
C8	29.79'	011°22'38"	150.00'
L50	90.67'	S33° 25' 23"W	
C9	126.64'	093°15'22"	17.80'

Parcel Table- Area 3: Accessory Structures

Line #/Curve #	Length	Direction/Delta	Radius
L51	64.31	N26° 27' 12"W	
L52	128.00	N30° 04' 46"E	
L53	65.00	S62° 26' 47"E	
L54	139.90	S26° 45' 41"W	
L55	32.96	S66° 06' 05"W	



Bolton Engineering Corp.

28934 Norbanno Avenue Ste. 210
 Lomita, Ca. 90717
 (310) 325-5580 FAX(310) 325-5581

**EXHIBIT C- ACCESSORY STRUCTURES
AREA 3 LEGAL DESCRIPTION**

EXHIBIT "C"**AREA 3**
ACCESSORY STRUCTURES

THOSE PORTIONS OF LOT A, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87 IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, OF SAID COUNTY RECORDER, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'16", AN ARC DISTANCE OF 35.23 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 75°57'00" WEST, 81.57 FEET;

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 16°45'03" WEST 83.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 26°27'12" WEST, 84.31 FEET (L51);

THENCE NORTH 30°04'46" EAST, 128.00 FEET (L52);

THENCE SOUTH 62°26'47" EAST, 65.00 FEET (L53);

THENCE SOUTH 26°45'41" WEST, 139.90 FEET (L54);

THENCE SOUTH 66°06'05" WEST, 32.96 FEET (L55) TO THE TRUE POINT OF BEGINNING.

CONTAINS 10,280 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY BOLTON ENGINEERING CORPORATION:

Ross N. Bolton Aug 30, 2012
Ross N. Bolton, R.C.E. 26120 DATE



PLANNING COMMISSION STAFF REPORT

FEBRUARY 19, 2013



MEMORANDUM

Agenda Item #: 1
Meeting Date: 2/19/13

TO: PLANNING COMMISSION

FROM: ROBERT M. SMITH, ASSISTANT CITY ATTORNEY

SUBJECT: ZC-2/M-902-13; ZONE CHANGE AND MISCELLANEOUS APPLICATIONS FOR THE PROPERTY LOCATED AT 900 VIA PANORAMA. PORTION OF LOT A, TRACT 7540.

APPLICANT: BOLTON ENGINEERING
25834 NARBONNE AVENUE, #210
LOMITA, CA 90717

OWNER: LUGLIANI TRUST
900 VIA PANORAMA
PALOS VERDES ESTATES, CA 90274

DATE: FEBRUARY 19, 2013

Overview

This application arises from an unusual context. The application before the Planning Commission tonight affects minor accessory uses on a small portion of an otherwise deed-restricted open space lot adjacent to a residential lot. The application, however, is a small part of a much larger multi-agency initiative to remove legal doubt over the enforceability of PVHA's deed restrictions on property owned by the School District citywide, to preserve from development open space parcels known as Lots C and D and to discourage the School District from ever installing lights on the field at PV High. This cooperative venture among the City, the PVHA, the District and the Applicant was designed to promote and protect the City's primary interest in preserving neighborhood character, through open space and dark skies.

Type of Application

The project involves a Zone Change application for existing Open Space on a portion of the property adjacent to 900 Via Panorama, and a Miscellaneous Application to allow an after-the-fact approval for existing retaining walls over 6.5 feet in height. The area proposed to be rezoned to Single Family Residential (R-1) is designated as "Parcel A" on the submitted plans. The retaining walls in question are located in "Area 3" on the submitted plans and vary in height from 7 ft. to 21 ft.

"Unless expressly provided for herein, [the property owner] shall not construct any structure on the Property and the Property shall be restricted to open space. It is the intent of the parties, subject to compliance with the requirements for such development of accessory structures of the City and [PVHA], that [the property owner] may construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbecue, and/or any other uninhabitable 'accessory structure,' as defined by . . . PVFMC Section 18.32.010.D within the area . . . shown as Area 3. . . [the property owner] shall apply for approval of any such permitted structures by [PVHA] and the City in accordance with the standard procedure and in conformance with applicable covenants, ordinances, and codes. Any such structure shall comply with any and all requirements of City, [PVTA], and the Art Jury including but not limited to height, size, orientation, design, and setback."

Further, in Palos Verdes Estates, all property is subject to certain conditions, restrictions and reservations in favor of the Lomes Association as stated in the *Palos Verdes Homes Association's Protective Restrictions of Palos Verdes Estates*. As part thereof, all property is

The project site was conveyed from the PVHA to the current property owners subject to several deed restrictions. The deed provides that:

The R-1 zone generally permits single-family dwellings and accessory buildings and uses, limited to private recreational facilities; private bath house, greenhouse, or gardens; and/or private shed or workshop. PVFMC § 18.04.010.

The project site was conveyed from the PVHA to the current property owners subject to several deed restrictions. The deed provides that:

The R-1 zone generally permits single-family dwellings and accessory buildings and uses, limited to private recreational facilities; private bath house, greenhouse, or gardens; and/or private shed or workshop. PVFMC § 18.04.010.

Applicable Restrictions and Regulations

The Planning Commission may take action on the Miscellaneous Application to permit the after-the-fact approval of existing retaining walls without City Council approval. Pursuant to the Municipal Code, the Zone Change requires City Council approval. Upon receipt of the Planning Commission's recommendation, the Zone Change application will be set for a public hearing with the City Council. The Planning Commission must also make a recommendation on the negative declaration analyzing the project's environmental impacts.

The OS zoned is defined in the Zoning Ordinance as follows: "The open space zone land consists of all publicly owned land including all city-owned land, including parklands and street rights-of-way, except any land within the coastal zone as defined by the California Coastal Commission, all school sites utilized or owned by the Palos Verdes Peninsula Unified School District, all sites utilized or owned by the Palos Verdes Peninsula Library District, and all land owned or which could be owned by the Palos Verdes Homes Association as a result of the exercise of any reversionary rights." PVFMC § 18.16.010 (emphasis added).

The approval of the application would permit the construction of certain accessory structures in the area designated as "Area 3" on submitted plans; the MOC included the recordation of deed restrictions on the remainder of Parcel A which would prohibit further development of the area and preserve the remaining area as open space. As further described below, regardless of whether Parcel A is zoned R-1 or Open Space, no additional structures will be permitted on the majority of Parcel A.

subject to a reversionary right in favor of the Homes Association that is triggered in the event of a breach of the protective restrictions. This means that if a property is in violation of the Homes Association restrictions, ownership of the property may revert to the Homes Association as a remedy for the breach.

The property located at 900 Via Panorama is subject to the Local Protective Restrictions, Conditions, Covenants, Reservations, Liens, and Charges Affecting Real Property Known as Tract No. 8652 (Montemalaga) and the Homes Association right of reversion set forth at Article VI, section 6 of the *Palos Verdes Estates Protective Restrictions*. The deed conveying ownership of the parcel from the Homes Association to the property owners provides that the property remains subject to all of the Homes Association conditions, restrictions and reservations, thus preserving the right of reversion as set forth in the *Palos Verdes Homes Association's Protective Restrictions of Palos Verdes Estates* as the Homes Association's remedy in the event of a breach. Should the property owner install structures on Parcel A other than those permitted in the Grant Deed, PVIIA could require their immediate removal and/or seek reversion of the property.

Background

This application arises out of a complex settlement of various issues involving the City, the Palos Verdes Peninsula Unified School District ("PVPUSD"), the Palos Verdes Homes Association, and the property owners of 900 Via Panorama. In May 2012, the City Council adopted Resolution No. R12-11, approving the MOU among the four parties. Generally, the MOU reaffirmed the enforceability of the deed restrictions on 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 litigation between PVPUSD and the Homes Association (Lots C and D); and prohibited the installation of nighttime lighting at Palos Verdes High School. The Staff Report for the public hearing on the matter, which includes a detailed history and explanation of the reasons for the MOU, is attached hereto as Exhibit A.

900 Via Panorama

900 Via Panorama is located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. The parkland adjacent to 900 Via Panorama is relatively inaccessible and steep, but for a small section located to the west of the 900 Via Panorama property, which was previously graded and stabilized with retaining walls without a City permit. The graded area is shown as Area 3 on the submitted plans. 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.

On the graded pad, the previous property owners landscaped and improved a section of the parkland and installed retaining walls. The current property owners later installed a gazebo and other accessory, non-habitable structures. At the City's direction, the current property owners removed the structures encroaching on the City's parkland and applied for an after-the-fact permit for the retaining walls.

The application seeks a zone change for Parcel A from Open Space to R-1 and after-the-fact approval of the retaining walls in Area 3. No additional development is proposed on the 900 Via Panorama parcel. In general, lots zoned as R-1 can have a variety of uses including, but not limited to, single-family residences and accessory structures; however, the MCL imposed a number of deed restrictions on Parcel A that significantly limits future development on the site and preserves the majority of the site as open space. The entirety of Parcel A is deed-restricted to provide for an open space easement in favor of the City. The only exceptions to the open space restriction are that the owners may apply for (1) an after-the-fact permit to retain the existing retaining walls and (2) approval of construction of specified non-habitable accessory structures in Area 3. The accessory structures would be subject to Art Jury review.

Current Application

As part of the MCL, the City agreed to convey Parcel A to the Homes Association and receive Lots C and D (which under the MCL reverted back to the Homes Association ownership). The Homes Association agreed to sell Parcel A (subject to the deed restrictions identified below) to the owners of 900 Via Panorama. This transfer of ownership relieved the City of any liability or responsibilities relating to the retaining walls or the hillside, while retaining the open space benefits on undisturbed portions of Parcel A and reserving several utility-related easements on Parcel A in favor of the City.

The City generally has a general policy to prohibit structures in City-owned parkland. While this policy disfavors granting permits for after-the-fact structures in open space or rezoning open space areas to R-1 areas, 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. For example, a stairway permitting fire access on a steep slope was permitted to be retained in City open space pursuant to an after-the-fact permit.

The present application appears to be similarly unique. First, Parcel A is very steep and, other than the previously graded portion identified as Area 3, is generally unusable for traditional open space uses, such as recreational uses, parks, or playgrounds. Its primary use is to preserve the views in the surrounding neighborhood and open character of the community. The accessory structures would be built on Area 3 and, given the significant height of the existing upper retaining wall, would not be able to be seen by most viewpoints from the street above. Therefore, it is unlikely to change the character of the open space from most (if not all) viewpoints. The deed restrictions recorded as part of the MCL would prohibit any other additional development on the parcel.

This application is contemplated as part of a larger MCL, which allowed the City to resolve litigation which challenged the Homes Association deed restrictions to PVPCLSD property within the City and permitted the retention of Lots C and D by the Homes Association in their current undeveloped state. The result of this settlement allowed the retention of other key open space lots within the City. The existing retaining walls, which will be maintained by the current owner, stabilize a steep hillside that may otherwise be subject to geologic instability or erosion. In the event that the property owner installs structures not permitted pursuant to the Grant Deed, the PVA could seek removal of the structures or reversion of Parcel A to PVA.

Potential Issues

- The retaining walls exist at the site and removal could be detrimental to the surrounding slope.

Correspondence Received

Any items of correspondence received regarding the current plans have been attached to the staff report.

Environmental Considerations

Pursuant to the California Environmental Quality Act (CEQA), staff prepared an Initial Study. The Initial Study confirmed that the project does not have the potential to result in significant impacts on the environment. Consequently, a negative declaration was prepared.

Findings Required to Approve

The Municipal Code does not contain specific findings regarding approval of a Zone Change. In order to recommend approval of the requested zone change, the Planning Commission must adopt the negative declaration and find that the proposed zone change is consistent with the general plan and any applicable specific plan.

The project is consistent with the General Plan. The application is part of a larger multi-party agreement which results in the preservation of vital open space on Lots C and D in the City. Further, 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 would be restricted to remain open space in perpetuity. The minimal development contemplated as part of the MOU reflects the City Council's legislative choice to allow a minor deviation from the City's open space restrictions in return for certainty that other PVPUSD parcels would remain subject to PVHA deed restrictions, in addition to other public benefits obtained for City residents pursuant to the MOU. There are no applicable specific plans.

Permit Streamlining Act

Application was accepted as complete on January 28, 2013. Because this is a legislative action, the Permit Streamlining Act does not apply. However, Government Code section 65852.9 expresses the Legislature's intent that the statute "expedite the process of zoning the property to avoid unnecessary costs and delays to the school district." The City must avoid unnecessary delays in processing the application.



MEMORANDUM

Agenda Item #: 5 _____
 Meeting Date: 5/8/12

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

FROM: CHRISTI HOGIN, CITY ATTORNEY

**SUBJECT: ADOPTION OF RESOLUTION R12-11 APPROVING FOUR-PARTY
MEMORANDUM OF UNDERSTANDING RESOLVING DISPUTE
OVER ENFORCEMENT OF DEED RESTRICTIONS AND
ENCROACHMENTS**

DATE: MAY 1, 2012

The Issue

Whether to adopt Resolution No. R12-11 approving a multi-party agreement among the City, the Palos Verdes Peninsula Unified School District, the Palos Verdes Homes Association, and the property owners of 900 Via Panorama, which resolves litigation among the City, the School District and the Homes Association; reaffirms the enforceability of the deed restrictions on property owned by PVPUSD in the City; resolves certain encroachments in City parkland near 900 Via Panorama; and provides for the preservation of certain open space properties (Lots C & D) and of dark skies in the neighborhood around Palos Verdes High School.

Goals of the MOU

The four-party agreement is memorialized in a Memorandum of Understanding (MOU) that creates binding obligations for each of the parties and accomplishes disparate goals of the parties:

- The City's goals are to preserve the City's open space, including Lots C & D; to prevent lights at the athletic field at Palos Verdes High School in order to promote dark skies, conservation and neighborhood compatibility; to resolve the parkland encroachments at 900 Via Panorama in a manner that maintains the open space and relieves the City of any liability or responsibility for the existing retaining walls; and to support the overall community benefits of the enforceability of the deed restrictions and funding for the School District;

The Great Depression hit the area hard. Lots were not selling well and property owners were not keeping up with their assessments. The Homes Association faced financial ruin with inadequate funds to maintain its obligations. Its operating funds were derived from annual assessments and sales of lots. By 1938, the Homes Association owed the state a significant amount of back taxes and faced the possibility of losing the property to foreclosure. Both the

portions of City land were created as parks and open areas, or planted with trees, shrubs, and flowers. course was built, a swimming club constructed, the La Venta Inn was erected and remaining grant deed to the Homes Association (the 1925 Grant Deed). From these conveyances, a golf the properties to public schools, parks, playgrounds or recreation areas were conveyed by vision. Specifically, in 1925, various lots subject to deed restrictions which limited the use of Homes Association. This is another mechanism by which the City founders secured their In these early days of the Peninsula's development, the trustee also deeded 800 acres to the

Estates and the Miraleste portion of Rancho Palos Verdes. aesthetic approval of all architectural plans and modifications of homes in Palos Verdes Verdes Art Jury. The Homes Association, through the Art Jury, still has jurisdiction for architectural review on builders administered by the Homes Association and the Palos restrictions establish setback requirements, prohibit billboards and impose a system of to the MOCU consists of a copy of the restrictions and other governing documents. The park," and "increase with the years the wonderful natural beauty of the property." Exhibit 2 The restrictions included specific items to "preserve the fine views of ocean, mountains and drafted a trust indenture and outlined provisions for development of the new community. the land in 1923 when the Bank of America, acting as trustee for the Palos Verdes Project, magnificent community by the sea. To secure that vision, deed restrictions were imposed on City founders are widely credited with conceiving a uniquely detailed vision for a

In essence, this MOU calls upon the City, the Homes Association and the School District to assume their historic roles in Palos Verdes Estates.

Context of the MOU

- The Property Owners' goals are to obtain limited use of an area adjacent to 900 Via Panorami; to legalize the retaining walls installed on parkland by the previous owner; to contribute to the School District by voluntary donation.
- The School District's goals are to resolve the current litigation; to liquidate the value of Lots C & D; and, by separate agreement, secure an offered donation of \$1.5 million to assist District operations in light of current fiscal challenges;
- The Homes Association's goals are to resolve the current litigation over Lots C & D and the longstanding dispute over the enforceability of the deed restrictions on all District-owned property; to be reimbursed its attorneys' fees spent defending the deed restrictions in the lawsuit filed by the School Board; and to maintain the community assets and character through the deed restrictions

school district and the soon-to-be city played a role in saving the properties from foreclosure and preserving their use consistent with the deed restriction and the vision for PVE.

In 1938, the Homes Association conveyed 13 properties (1938 Conveyed Properties) in the City to the School District's predecessor-in-interest subject to deed restrictions restated from the 1925 Grant Deed (i.e., limiting the use of the properties to public schools, parks, playgrounds or recreation areas) and subject to the general restrictions applicable to all properties, including the requirement for Art Jury approval of all improvements to the property.¹

Two of the 1938 Conveyed Properties are commonly referred to as "Lots C & D". Lot C is approximately 19,984 square feet and Lot D is approximately 17,978 square feet. Lots C & D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 Palos Verdes Drive West. Like all School District owned property in the City, Lots C & D are zoned OS (Open Space). The 1938 Grant Deed also included a right of reversion providing that ownership of Lots C & D could revert back to the Homes Association if the property was not used in compliance with the deed restrictions.

In 1940, the city incorporated and immediately thereafter the Homes Association transferred ownership to the city of the park properties, shore line, and the golf and swimming clubs. As a result of the transfer, the back taxes were forgiven by the state and the properties are no longer subject to property tax.

The Homes Association has used deed restrictions and strategic conveyances to preserve the character of PVE and both the School District and the City have played historical roles in receiving properties for specific public purposes. The MOU before the Council tonight keeps with that tradition by transferring Lots C & D to the City for preservation as open space/parkland and by imposing additional deed restrictions on Area A, adjacent to 900 Via Panorama. The MOU also proposes to use the existing deed restrictions to create incentives for the School District to maintain PV High Field without lighting to the benefit of the community. In these regards, while the MOU is unusual in the manner it brings together disparate interests, the MOU accomplishes its goals in a manner that is distinctly rooted in PVE tradition.

Specific Provisions

Set forth below are the main aspects of the MOU. I have also included some of the relevant background information on each component of the agreement to set the stage.

¹The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. Those seven properties are commonly known to residents as (i) Malaga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Lunada Bay Elementary; (iv) Palos Verdes High School; (v) Montemalaga Elementary; (vi) Margate (Palos Verdes Intermediate School) and (vii) via Zurita property (George Allen Field). In 1988, the via Zurita property was transferred from the District to the Homes Association and from the Homes Association to the City, so that it is currently under City ownership. However, the 1988 transfer establishes a reversionary interest in the District under certain circumstances.

As matters currently stand, the School District has filed an appeal challenging the Court's judgment. The Holmes Association intends to appeal the denial of its attorneys' fee motion.

Meanwhile, following approximately four and a half days of trial in spring 2011, on September 22, 2011, the trial court entered judgment for the Holmes Association in the School District's lawsuit. The court's judgment is attached to the MOI as Exhibit 1. The court specifically finds that the deed restrictions for Lots C & D are valid and enforceable against the School District. As the prevailing party, the Holmes Association was awarded costs of \$16,491.83. The Holmes Association also filed a motion with the trial court seeking to recover \$291,701.25 in attorneys' fees. That motion was denied on February 14, 2012.

In the summer 2010, the School District applied to the City to re-zone the property from (S) to R-1 in order to facilitate the sale of the property. The School District sought to take advantage of Government Code section 65852.9, which affords the School District the right to rezoning under certain circumstances. The City held a public hearing to consider the application and tabled the matter until the court determined whether the deed restrictions (which precluded residential development) were valid and enforceable.

Before trial commenced, the School District dismissed the City from the litigation, choosing instead to invoke its right to apply to the City for re-zoning. Every property owner in the City is entitled to apply for rezoning and the City must consider any such application in light of the applicable laws.

Like all public schools in California, the School District is facing financial challenge. The Governor's budget plan for 2012-13 again cuts the level of state funding for school districts and there is uncertainty about whether tax measures on the November ballot will provide relief. To address its ongoing financial challenges, the School District has taken many actions to cut costs and otherwise to manage its budget. One of the actions that the School District decided to pursue was the sale of Lots C & D for development as residential property, which the School District hoped would bring it at least \$2 million. The City and the Holmes Association objected to the plan because the deed restrictions and zoning for Lots C & D preclude residential development. The District filed a lawsuit against the City and the Association. The lawsuit has two causes of action. The first is to "quiet title" and is against only the Association. That cause of action that addresses whether (a) the Association still has a valid reversionary interest if the property is used for any purpose other than school/park/recreation and (b) whether the school/park/recreation use restrictions are still enforceable. The second cause of action is for declaratory relief and is against both the City and the Association, and the District seeks a court order declaring that (a) the Association cannot prevent the subdivision of the property and (b) the District is not subject to the City's ordinary hearing procedures for rezoning and subdivision applications and that Government Code section 65852.9 compels the rezoning and subdivision of the property without public hearing.

1. Background

A. Deed Restrictions on District-Owned Properties and the Use of Lots C & D

And because of the importance of the deed restrictions to realizing the plan for PVE, the City Council authorized the City to file an amicus brief in support of the Homes Association's position and in defense of the deed restrictions.

2. Effect of the MOU on the enforceability of the deed restrictions

The MOU would reaffirm that the deed restrictions are enforceable and valid with respect to all 13 properties owned by the School District located in the City and that those properties may only be used for public schools, parks, playgrounds or recreation areas. This is a very significant provision. Note that the litigation specifically addressed the deed restrictions only with respect to Lots C & D. Under the MOU, the School District acknowledges that the deed restrictions apply to all District-owned properties in PVE. In this respect, the MOU achieves a broader understanding and agreement than was possible from the court, which only addressed the dispute framed by the litigation (Lots C & D).

3. Effect of the MOU on Lots C & D

The School District has determined that it cannot make effective use of Lots C & D for their restricted purposes (public schools, parks, playgrounds or recreation areas). That factored into the School Board's decision to pursue residential development of the property and initiate the litigation against the Homes Association and the City. The School District's desire was to raise funds from the sale of the property. Even if successful, the proceeds of the sale likely would have been restricted to use for capital improvements and not operating funds. Nevertheless, such revenues would have created the opportunity to divert other funds to operations. As these issues came to light in the community, a PVE property owner expressed interest in assisting the School District in meeting its immediate financial goal without affecting the City's zoning or the challenging the deed restrictions, which are a foundation of the City's planned community. To that end, by separate donation agreement, the PVE property owners will contribute \$1.5 million to the School District. This donation is the opposite of a real estate transaction, in that the donation is made after the School District has abandoned the effort to sell Lots C & D.

Under the MOU, Lots C & D (now currently owned by the District) would revert back to the Homes Association as contemplated in the original conveyance deed. As explained further below, Lots C & D would be transferred to the City. This would preserve Lots C & D as open space owned by the City, not subject to property taxation. The preservation of Lots C & D as a landscaped area or small park is consistent with the City's Open Space element of the General Plan, including Goal 2 "[m]aintain small park lots and plazas with formal landscaping in keeping with the neighborhood and desires of the residents." At the time that the City considered the rezoning application of the School District, residents in the vicinity of Lots C & D expressed interest in keeping the property as parkland and not allowing development or use of the property for storage or other school purposes.

As discussed above, the School District is bound by the deed restrictions, including the procedural requirements of obtaining Art Jury approval for all improvements to School District property within the Holmes Association's jurisdiction. Over the years, as an accommodation to the School District, the Holmes Association has allowed an expedited process to evolve under which the School District submits plans for a 30-day review by the Art Jury. This truncated review process is a voluntary concession by the Holmes Association, which the Holmes Association has agreed to memorialize in the MOU and continue to abide by, as long as the School District does not light the PV High athletic field without the consent of the City or the Holmes Association. If the School District does light the field, the Holmes Association will fully enforce the protective restrictions in the deed restrictions that give the

a. Effect of the MOU

One of the goals in preparation of the MOU was to prevent use of lights – temporary or permanent – at PV High School athletic field without the City's and the Holmes Association's consent. Currently, the School District indicates that it does not have plans to install lights on the athletic field. The law creates a complication in addressing this issue because the School Board may not bind the hands of future school boards with respect to certain legislative actions. While not entirely clear how this doctrine would apply to the situation at hand, all parties want to structure the agreement in a manner that would withstand legal challenge and effuscate the parties' intent. For that reason, the MOU does not simply obligate the School District to never install or use lights on the PV High athletic field. Instead, the MOU creates an incentive for future school boards to choose not to light the field unless they have the consent of the City and the Holmes Association to do so.

The City and Holmes Association share a common interest with respect to protecting the City's development as manifested in the PVE General Plan and the deed restrictions. The City and Holmes Association both believe that outdoor institutional lighting warrants careful review to determine neighborhood compatibility and avoid any adverse land use impacts. Generally speaking, outdoor lighting would not likely be consistent with the City's land use goals and the Holmes Association's aesthetic goals. As stated above, the School District has the authority under state law to exempt itself from City zoning standards in certain circumstances where "classroom facilities" are at issue. Athletic fields have been considered by courts to be classroom facilities. Accordingly, under state law the District may exempt itself from City zoning requirements that would otherwise prohibit the use of lights on the athletic field. The state law, however, does not enable the School District to exempt itself from the deed restrictions.

a. Background

B. Lights at Pales Verdes High School

Under the MOU, the School District and the Holmes Association will dismiss their respective appeals and the Superior Court judgment would become final.

4. Dismissal of the litigation and status of the judgment

Art Jury jurisdiction over aesthetics of all development and prohibit any development without the Art Jury's approval.

The MOU provides that in almost all cases (excepting a limited number of "mandate" scenarios), the School District would be subject to the City's zoning requirements should it wish to light the field. Should some future School Board exempt itself notwithstanding the MOU, the School District must pay the City the appraised value of lots C & D as of the execution date of the MOU. Also, irrespective of any "mandate" scenario, the MOU provides that if a School District exempts itself from the City's zoning regulations, the School District is then subject to the full jurisdiction of the Art Jury and the Homes Association will enforce the CC&Rs with respect to all requests from a future school board to improve District-owned property in the City. As long as the School District is not lighting the field over the City's objection, it continues to enjoy the historic practice of a truncated (and no fee) review by the Art Jury.

C. 900 Via Panorama

a. Background

900 Via Panorama is located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. A picture of this area is Exhibit 3 to the MOU and designated Area A. The primary benefit of this parkland is for views and to contribute to the open feel of the neighborhood. The area is relatively inaccessible and steep, but for a small section. To the north/northwest of the Via Panorama property, the current owner's predecessor-in-interest installed a series of retaining walls. This installation was done without a permit. The current Property Owners applied to the City for an after-the fact permit to allow the retaining walls to remain and be maintained by the Property Owners. This application is pending. It is less than ideal to have private structures maintained on City-owned property but the retaining walls serve to stabilize the hillside. 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. The Property Owners desire to use that area for those purposes and have discussed the matter with the Homes Association.

a. Effect of the MOU

As part of the MOU, the City would convey Area A to the Homes Association and receive Lots C & D (which under the MOU reverts back to the Homes Association ownership). The City would impose certain deed restrictions on Area A to ensure that it could only be open space and that only the previous accessory, non-habitable structures and the existing retaining walls would be allowed in that portion of Area A designated as Area 3 on the Exhibit 3 map, while the retaining walls would be allowed in the portion designated as Area 1. The imposition of these special deed restrictions in addition to the existing general deed restrictions would secure the continued benefit of the views and open feel of the area to the City and the neighborhood. The City would also retain an easement for a fire access road. The Homes Association would sell Area A (subject to the City's deed restrictions) to the Property Owners for a purchase price of \$500,000. The Homes Association would retain

The City has not received any correspondence related to this item. The Homes Association released a statement announcing its approval of the MOU, and encouraging the City to do the same.

Correspondence Received

The Homes Association, through its Board, has authority to enter into this MOU by virtue of Article 3 of its by laws. The Board has approved the MOU as presented tonight and requests that the City Council approve it as well. The School District has the authority to enter into this MOU pursuant to the California Education Code. The District Board has studied the MOU and indicated its willingness to approve the MOU as presented.

1.	lots C & D revert back to the Homes Association pursuant to right of reversion in grant deeds
2.	The City exchanges Area A (subject to deed restrictions in favor of the City) with the Homes Association for Lots C & D
3.	Homes Association transfers Area A to the Property Owners (subject to deed restrictions in favor of the City) for a purchase price of \$500,000
4.	Homes Association transfers \$100,000 to the City for its use towards municipal purposes (retaining \$400,000 for resolution of legal costs associated with the lawsuit)
5.	The School District and Homes Association dismiss the appeals and the Superior Court judgment becomes final.
6.	By separate donation agreement, the Property Owners' donate \$1.5 million to the School District

Execution and implementation of the MOU would involve several steps. Initially, there must be appraisals completed and legal documents drafted (deeds, escrow instructions). If all four parties approve the MOU, the schedule of events to implement the MOU is as follows:

The Logistics of the MOU

\$400,000 (to cover the attorneys' fees and costs associated with the Litigation), and transfer \$100,000 to the City which it may use for municipal purposes. From the City's standpoint, this transfer of ownership of Area A relieves the City of any liability or responsibilities relating to the retaining walls or the hillside, while retaining the open space benefits and the fire access road.

CEQA Review

Approval of the MOU is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to California Administrative Code Title 14, Chapter 3, Section 15317 (Open Space Contracts or Easements) and Section 15325 (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources) as it involves the transfers of easements or fee interests in order to maintain the open space character of the area. It is also exempt under the common sense exemption as there is no substantial evidence that this MOU portends any development or changes in the physical environment that may have a significant adverse impact on the environment. It can be seen with certainty that there is no possibility that the approval of the MOU may have a significant effect on the environment.

Alternatives Available to Council

The following alternatives are available to the City Council:

1. Adopt the resolution to approve the MOU.
2. Decline to adopt the resolution to approve the MOU.

Recommendation from Staff

Staff recommends that the City Council consider all information presented, including any correspondence and comment from the public and make a decision whether to approve the MOU.

Staff report prepared by:

Christi Hogan
City Attorney

Attachment A: Resolution R12-11
 Attachment B: Memorandum of Understanding and Exhibit 1
 Attachment C: Exhibit 2 of Memorandum of Understanding
 Attachment D: Exhibit 2 of Memorandum of Understanding (continued)
 Attachment E: Exhibits 3 & 4 of Memorandum of Understanding

ATTACHMENT A

RESOLUTION R12-11

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF PALOS VERDES ESTATES, THE PALOS VERDES HOMES ASSOCIATION, THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT, AND THE PROPERTY OWNERS OF 900 VIA PANORAMA (THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012, TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES) REGARDING RESOLUTION OF ENFORCEABILITY OF DEED RESTRICTIONS ON PROPERTY OWNED BY PVPUSD AND OF ENCROACHMENT IN CITY PARKLAND NEAR 900 VIA PANORAMA AND DISPOSITION OF CERTAIN OPEN SPACE PROPERTIES (LOTS C & D).

The City Council does find, order and resolve as follows:

Section 1. At its regular meeting of May 8, 2012, the City Council considered all information presented regarding the proposed Memorandum of Understanding (MOU), including any correspondence and comment from the public. The City Council hereby finds that the terms of the MOU are consistent with the General Plan.

Section 2. Approval of the MOU is categorically exempt from the California Environmental Quality Act pursuant to California Administrative Code Title 14, Chapter 3, Section 15317 (Open Space Contracts or Easements) and Section 15325 (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources) as it involves the transfers of easements or fee interests in order to maintain the open space character of the area. It is also exempt under the common sense exemption as there is no substantial evidence that this MOU portends any development or changes in the physical environment that may have a significant adverse impact on the environment. It can be seen with certainty that there is no possibility that the approval of the MOU may have a significant effect on the environment.

Section 3. The Homes Association approved the MOU and urged the City's approval.

Section 4. The City Council hereby approves the MOU between the City of Palos Verdes Estates, the Palos Verdes Homes Association, the Palos Verdes Peninsula Unified School District, and the property owners of 900 Via Panarama, which is attached as Exhibit "A" and incorporated by reference. The Mayor is authorized to execute the MOU on the City's behalf.

Section 5. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

Section 6. The City Clerk will certify to the passage and adoption of this Resolution and enter it in the book of original Resolutions. The City Clerk will record the passage of this Resolution in the minutes of the meeting at which it is passed and adopted.

PASSED, APPROVED, AND ADOPTED, this 8th day of May 2012.

George F. Bird, Jr., Mayor

ATTEST:

Judy Smith, City Clerk

Approved as to form:

Christi Hogin, City Attorney

ATTACHMENT: **B**Privileged and Confidential Pursuant to California Evidence Code Sections 1152 and 1154RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:City Clerk
Palos Verdes Estates City Hall
40 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

(Space Above Line For Recorder's Use Only)

RECORDING FEES EXEMPT PURSUANT
TO GOVERNMENT CODE SECTION 27383_____
City Clerk
(Seal)

MEMORANDUM OF UNDERSTANDING

AMONG

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

PALOS VERDES HOMES ASSOCIATION, INC.

CITY OF PALOS VERDES ESTATES

AND

THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/D/O MAY 2, 2012,
TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES

REGARDING

RESOLUTION OF ENFORCEABILITY OF DEED RESTRICTIONS ON PROPERTY
OWNED BY PVPUSD AND OF ENCROACHMENT IN CITY PARKLAND NEAR 900
VIA PANORAMA AND DISPOSITION OF CERTAIN OPEN SPACE PROPERTIES
(LOTS C & D)

The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. Those seven properties are commonly known to residents as (i) Malaga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Llanada Bay Elementary; (iv) Palos Verdes High School; (v) Montemalaga Elementary; (vi) Margate (Palos Verdes Intermediate School and playing fields at Campo Verde) and (vii) via Zurita property (George Allen Field). In 1988, the via Zurita property was transferred from the District to the Homes Association and from the Homes Association to the City, so that it is currently under City ownership. However, the 1988 transfer establishes a reversionary interest in the District under certain circumstances.

WHEREAS, to clarify the School District's rights with regard to Lots C & D, the School District filed a lawsuit against the City and the Homes Association, Los Angeles County

deed restrictions. The 1938 Grant Deed also included a right of reversion providing that ownership of Lots C & D could revert back to the Homes Association if the property was not used in compliance with the zoned OS (Open Space) and designated Class F pursuant to the use restrictions described above. Palos Verdes Drive West. Like all School District owned property in the City, Lots C & D are D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 C is approximately 19,984 square feet and Lot D is approximately 17,978 square feet. Lots C & D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 WHEREAS, two of the 1938 Conveyed Properties were Lots C & D of Tract 7331. Lot

Deed.¹ District's predecessor-in-interest subject to the same use restrictions stated in the 1925 Grant Association conveyed 13 properties ("1938 Conveyed Properties") in the City to the School properties to public schools, parks, playgrounds or recreation areas. In 1938, the Homes "1925 Grant Deed") various lots subject to deed restrictions which limited the use of the developers of the Palos Verdes Peninsula conveyed to the Homes Association by grant deed (the properties in the grant deeds conveying the properties which limited the use of the properties to public schools, parks, playgrounds or recreation areas. Specifically, in 1925, the original within the City are also subject to use restrictions based on requirements imposed on those commonly referred to as Covenants, Conditions & Restrictions or CC&Rs. Certain properties, all properties within the City are subject to certain protective restrictions, WHEREAS,

R E C I T A L S

This Memorandum of Understanding ("MOU") is made and entered into by and among the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Homes Association"); the CITY OF PALOS VERDES ESTATES ("City"); and THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012, TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES, the owners of 900 Via Panorama in Palos Verdes Estates ("Property Owners"), all of which are collectively referred to herein as the "Parties" or individually as "Party."

MEMORANDUM OF UNDERSTANDING

Superior Court Case No. BC4311020. The lawsuit has two causes of action. The first is to "quiet title" and is against only the Homes Association. That cause of action addresses whether the use restrictions on Lots C & D are still enforceable. The second cause of action is for declaratory relief and was against both the City and the Homes Association. The School District sought a court order declaring that (a) the Homes Association cannot prevent the subdivision of Lots C & D and (b) the School District is not subject to the City's ordinary hearing procedures for rezoning and subdivision applications and that Government Code section 65852.9 compels the rezoning and subdivision of Lots C & D without public hearing. The School District dismissed the City from this latter claim and applied to the City for rezoning.

WHEREAS, in the summer 2010, the School District applied to the City to re-zone Lots C & D from OS to R-1 in order to facilitate the sale of Lots C & D. The School District sought to take advantage of Government Code section 65852.9, which affords the School District the right to rezoning under certain circumstances. The City held a public hearing to consider the application and tabled the matter until the court determined whether the deed restrictions (which precluded residential development) were valid and enforceable.

WHEREAS, following approximately four and a half days of trial in spring 2011, on September 22, 2011, the trial court entered judgment ("Judgment") for the Homes Association in the School District's lawsuit. The Judgment is attached hereto as Exhibit 1. The trial court held, among other things, that the use restrictions contained in the 1925 Grant Deed and reiterated in the 1938 Grant Deed are valid and enforceable against the School District as to Lots C & D. The Court further held that Lots C & D remain subject to all applicable protective restrictions. As the prevailing party, the Homes Association was awarded costs of \$16,491.83. The Homes Association also filed a motion with the trial court seeking to recover \$291,701.25 in attorneys' fees. That motion was denied on February 14, 2012, which denial is appealable.

WHEREAS, while the Judgment is only applicable to Lots C & D, the Judgment additionally implies that all properties, including the 1938 Conveyed Properties owned by the School District by the 1938 Grant Deed remain subject to the restrictions set forth in the 1925 Grant Deed by which the properties were originally granted to the Homes Association. The Judgment also implies that all properties also remain subject to the restrictions set forth in the 1938 Grant Deed, including but not limited to the restriction that the properties may not be used for any purpose other than for the establishment and maintenance of public schools, parks, playgrounds or recreation areas which restrictions are valid and enforceable equitable servitudes against the Property. The 1925 Grant Deed and 1938 Grant Deed are attached as Exhibit 2. A school site in the Miraflores district within the city of Rancho Palos Verdes was also included in the 1925 deed, and conveyed to the School District in 1929. This MOU only affects the rights and obligations of the parties with respect to properties within the City of Palos Verdes Estates.

WHEREAS, the School District appealed the Judgment and that appeal is currently pending in the Second Appellate District Court hearing Case No. B23744. The Homes Association also filed a cross-appeal, which is currently pending in the same court. The Homes Association has the right to also file an appeal of the trial court's denial of its fee motion and

A. **Purpose of MOU:** The purpose of this MOU is to memorialize the Parties' agreement and create binding obligations which are intended to (1) reaffirm application of the use restrictions and protective restrictions on the 1938 Conveyed Properties owned by the School District in the City which were conveyed subject to use restrictions by the Homes Association, to the extent set forth herein; (2) create a mechanism for the Parties to resolve the Litigation without further expense; (3) subject future lighting on the athletic field for Palos Verdes High School ("PVHS") to the City's zoning regulations and the approval of the Homes Association, as set forth in the protective restrictions and described in Article II below; (4) resolve the encroachments into City parkland from the

ARTICLE I – Purpose of MOU and Parties' Authority to Enter

NOW, THEREFORE, based on the above recitals, the Parties do hereby agree as follows:

WHEREAS, the Parties have reached agreement to achieve their respective goals and wish to memorialize the agreement in this MOU,

WHEREAS, 900 Via Panorama ("Via Panorama Property") is owned by the Property Owners and located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. To the North/Northwest of the Via Panorama Property, the prior owner installed a series of retaining walls to stabilize the Via Panorama Property. This installation was done without a permit. The Property Owners have applied to the City for an encroachment permit to allow the retaining walls to remain and be maintained by the Property Owners. To the West of the Via Panorama Property, in the area shown as Area A on the attached Exhibit 3, in City-owned parkland, the Property Owners landscaped and improved Area A, including placing a gazebo and other accessory, non-habitable structures. At the City's direction, Property Owners removed the structures encroaching on the City's parkland. Property Owners desire to make Area A part of the Via Panorama Property. Area A is approximately 75,930 square feet and roughly equivalent in size and value to Lots C & D, although less useful as parkland because Area A is less accessible than Lots C & D. Having Lots C & D be restricted to open space is a key element of the City's General Plan.

WHEREAS, the School District no longer intends to use Lots C & D for school, park, playground or recreation purposes.

WHEREAS, State law provides that the School Board may vote to exempt itself from compliance with the City's zoning regulations for classroom facilities under Government Code Section 53094, which may include athletic fields, under certain circumstances; and the City believes that outdoor institutional lighting warrants careful review to determine neighborhood compatibility and avoid any adverse land use impacts.

intends to do so. The initial lawsuit, appeal, cross-appeal, and attorneys' fees motion are collectively referred to in this MOU as the "Litigation."

Property Owners, including establishing responsibility for maintaining retaining walls and (5) establish Lots C & D as an open space area within the City.

- B. Authority to Enter into MOU:** The School District has the authority to enter into this MOU pursuant to the California Education Code. The Homes Association, through its Board, has authority to enter into this MOU by virtue of Article 3 of its by-laws. The City has authority to enter into this MOU, which is within the scope of its police powers. The Property Owners are authorized to act on behalf of the Via Panorama Family Trust pursuant to the trust instrument.

ARTICLE II – Obligations of the School District.

- A. Affirms application of all protective and use restrictions to the 1938 Conveyed Properties and agrees to process for application of deed restrictions as to all 1938 Conveyed Properties deeded to School District by Homes Association and owned by School District in the City.** To clarify the responsibility of the Parties, the School District agrees that the use and protective restrictions set forth in the Judgment and the grant deeds attached as **Exhibit 2** apply to properties owned by the School District, including, but not necessarily limited to, the 1938 Conveyed Properties in the City. However, as long as the School District is in compliance with its obligations under this MOU and does not exempt itself from the City's zoning regulations for the purpose of installing lights² on the athletic field at PVHS except as allowed under this MOU, the Parties agree that the process for School District use of the 1938 Conveyed Properties shall be consistent with the structural approval process followed by the School District and Homes Association regarding improvements to the 1938 Conveyed Properties prior to the Litigation. The past practice has been that the School District will give notice of its projects by providing a courtesy copy of the plans to the Homes Association for comment within 30 days or as far in advance as practicable.

With the exception of the use or installation of lights on the athletic field at PVHS without the consent of the City, the Homes Association agrees that it shall not exert jurisdiction or seek fees associated with School District improvements to any of the 1938 Conveyed Properties, or otherwise impede or restrict any improvements to any of the 1938 Conveyed Properties, as long as those improvements are consistent with the grant deed restriction in **Exhibit 2**. This MOU does not convey any additional rights on the Homes Association that are not specifically set forth in any applicable use restrictions. This MOU does convey certain procedural advantages to the School District that the School District acknowledges are afforded to the School District in consideration for and only so long as the School District does not install or otherwise use lights at PVHS without the consent of the City.

² For purposes of this MOU, "install" shall mean the use or installation of permanent or temporary lights.

Reversion of Lot C & D's Ownership to Homes Association. The trial court found that the use restrictions in the 1925 and 1938 Deeds are valid and enforceable against the School District. The 1925 Grant Deed by which the 1938 Conveyed Properties were

Should the School District install lights at the PVHS athletic field, the Homes Association may enforce compliance with the protective restrictions, including but not limited to, exerting jurisdiction and imposing fees associated with School District improvements relating to the lights and any other improvements to all and any 1938 Conveyed Properties.

Should the School District install lights at the PVHS athletic field, as alternative

paid to the City within 10 days of the filing of a Notice of Completion for the the appraised value of Lots C & D as of the date of this MOU. Such amount shall be consideration for this MOU, the School District shall pay to the City an amount equal to the appraised value of the lights at the PVHS athletic field.

by any equivalent alternative field or other reasonable means.

In the event that the School District is mandated to install or use lights at the PVHS athletic field in order to maintain its athletic programs or for any other reason ("Mandate"), the School District may, without penalty, exempt itself from the City's zoning regulations under Government Code Section 53094. For purposes of this MOU a Mandate is defined as a requirement, rule or other obligation applied by the California Department of Education ("CDE"), California Interscholastic Federation ("CIF") or any other entity that has jurisdiction over School District athletic programs or School District facilities and programs in general, but which is not the School District itself or any entity to which the School District directly appoints members or representatives and which Mandate is also applicable to other similarly situated districts and may not be satisfied by any equivalent alternative field or other reasonable means.

Agrees to subject lights at PVHS athletic field to City's zoning regulations and Homes Association approval process as set forth in the protective restrictions. The School District has no present plans to install or use lights on the athletic field at PVHS, located in the City. Should the School District wish to use or install lights on the field at PVHS, notwithstanding state law which currently allows the School District to exempt itself from the City's zoning regulations under Government Code Section 53094 under certain circumstances and with respect to classroom facilities or any other contrary provision of law, the School District agrees that, with regard to athletic field at PVHS only, it will not utilize the exemption process under Government Code Section 53094. With regard to the athletic field at PVHS only, the School District will comply with requirements to obtain whatever permits or approvals are required by the then-current City zoning regulations and, notwithstanding any prior practice or any contrary provision of this MOU, obtain approval from the Homes Association before and as a prerequisite to installing or otherwise using any lights, whether temporary or permanent, on the athletic fields at PVHS. The required approval from the Homes Association will be in accordance with the process as set forth in the protective restrictions.

C.

B.

originally granted to the Homes Association originally included a right of reversion if Lots C & D were not used in compliance with the deed restrictions. Thus, the Parties agree that Lots C & D will revert back to the Homes Association, pursuant to the terms of this MOU. The School District and Homes Association will execute and deliver any necessary documents to effectuate that end. The reversion shall occur on the Closing Date, as defined below.

- D. Dismisses appeal and allows Judgment to be final.** Within 10 days of the close of escrow on the transfer of Lots C & D to the Homes Association ("Closing Date"), School District shall file with the court a request to dismiss the appeal and cause the Judgment to be final.

ARTICLE III - Obligations of the Homes Association

- A. Dismisses cross-appeal and any appeal concerning attorneys' fees motion.** Within 10 days of receipt of the School District's request to dismiss its appeal and cause the Judgment to be final, the Homes Association shall file with the Court of Appeal a request to dismiss its cross-appeal and appeal of the Court's denial of the Homes Association's attorneys' fees motion, if filed by that date.
- B. Land Exchange.** Concurrent with the Closing Date, the Homes Association shall exchange with the City ownership of Lots C & D for ownership of Area A.
- C. Transfer \$100,000 to City to defray the costs of maintenance of Lots C & D or other open space.** Within 5 days of the sale of Area A, Homes Association shall pay City \$100,000 to compensate the City for the cost of maintenance of Lots C & D and other costs incurred in connection with the matters that are the subject of this MOU, which funds may be used for any municipal purpose.
- D. Sale of Area A.** The Homes Association shall sell Area A, subject to the use restrictions set forth in Exhibit 3, to the Property Owners for \$500,000, concurrent with the Closing Date.
- E. Warranty of title transferred.** As of the date of the transfer of Area A, the Homes Association represents and warrants to Property Owners that the condition of Area A does not violate any recorded covenant, condition or declaration enforceable by the Homes Association, which could allow the exercise of any reversionary interest to the Homes Association in Area A.

ARTICLE IV - Obligation of the City

- A. Exchange Area A (subject to the deed restrictions in Exhibit 4) for C & D with Homes Association, concurrent with the Closing Date.**

B. **Termination:** This MOU may be terminated by any Party, prior to the recording of the MOU only, by giving written notice in accordance with the notice provisions in Article

A. **Term of MOU:** The term of this MOU shall begin upon its approval by the Parties and shall remain in effect, unless terminated earlier. During the term of this MOU, the Parties agree to negotiate, in good faith, modifications to the MOU that may be reasonably necessary to assure implementation of the obligations of the Parties set forth in this MOU.

ARTICLE VII – Term of MOU

C. **Other Lawsuits:** The Parties represent that other than the Litigation described herein, there are no other lawsuits filed between or among them involving the subject matter of this MOU.

B. **No Admission:** The entry into this MOU by the Parties shall not be construed to represent any admission by any Party with respect to the subject or sufficiency of any Party's claims or any defenses thereto, except to the extent provided herein.

A. **Stay Litigation:** Implementation of some of the obligations of this MOU will require preparation of legal documents and, in some cases, action by bodies subject to state open meeting laws or other constraints that will require time. The Parties do not wish to incur any unnecessary legal fees or other litigation costs while this MOU is being implemented. To that end, the Parties agree to cooperate in requesting, if necessary, that the Court stay the current Litigation described herein by filing an appropriate stipulation to stay the Litigation for 90 days. Nothing herein shall prohibit a Party from perfecting or preserving any appeal rights while the Parties are performing their obligations under this MOU.

ARTICLE VI – Litigation Stay; no admission; other lawsuits

C. **Purchase Area A.** Property Owners shall purchase Area A from the Homes Association for \$500,000. Area A shall be subject to deed restrictions as set forth in substantial form in Exhibit 4.

B. **Obtain an appraisal of Lots C & D and of Area A.** In order to effectuate the property transfers contemplated by this MOU, prior to the land exchange between the City and the Homes Association, Property Owners shall obtain appraisals of Lots C & D and Area A, which appraisals shall meet the standards required by the City.

A. **Apply for after-the-fact permits for retaining walls installed by Property Owners' predecessor-in-interest.** Property Owners shall apply for planning approvals and city permits to allow them to maintain the retaining walls located as shown on Exhibit 3.

ARTICLE V – Obligations of the Property Owners

VIII(A) hereof Termination by the City or School District shall be effective only upon a duly noticed public meeting conducted by the City or the School Board. Prior to any termination becoming effective the terminating Party shall cooperate with the non-terminating Parties to wind down any transactions related to this MOU and agrees to execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the termination of this MOU and resolution of any ongoing transactions related to this MOU.

C. **Timing of obligations:** The Parties will act in good faith to meet this timeline. The timeline is estimated to be:

- Closing Date: School District transfers Lots C & D to Homes Association
Homes Association exchanges Lots C & D with City for City's Area A
Homes Association sells Area A to Property Owner
- Within 5 Days of Closing Date: Homes Association pays City \$100,000.00
- Within 10 days of Closing Date: All Parties dismiss any pending litigation

ARTICLE VIII -- General Provisions

A. **Notices:** Any notices or other communication required or permitted by this MOU shall be in writing and shall be delivered to the Representatives of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

To the School Board:	Walker Williams Palos Verdes Peninsula Unified School District 375 Via Almar Palos Verdes Estates, CA 90274 310-896-3408 williams@pvpusd.k12.ca.us
----------------------	---

and

Terry Tao
Chief Counsel
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
562-653-3200
tiao@qaahr.com

Christi Hopin
Jenkins & Hogan, LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Phone: (310) 643-8448
Fax: (310) 643-8441
Email: chopin@localgovlaw.com

and

Judy Smith
City Manager
City of Palos Verdes Estates
40 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Phone: (310) 378-0383
Fax:
Email: jsmith@pvestates.org

To the City:

Andrew S. Pauly, Esq.
Andrew J. Haley, Esq.
Greenwald, Pauly, Foster & Miller
A Professional Corporation
1299 Ocean Avenue, Suite 400
Santa Monica, CA 90274
Phone: (310) 451-8001
Fax: (310) 395-5961
Email: apaul@ppfm.com
Email: ahaley@ppfm.com

and

Sidney F. Croft
3858 Carson #127
Torrance, CA 90503
(310) 316-8090
sfcroftlaw@aol.com

and

Palos Verdes Homes Association
320 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
pvhaj@verizon.net

To the Homes Association:

To Property Owners:

Thomas J. Lieb
25550 Hawthorne Blvd.
Torrance, CA 90505

- B. **Relationship of the Parties:** The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOU.
- C. **Cooperation, Further Acts:** Parties shall cooperate fully with one another to attain the purposes of this MOU.
- D. **Amendments:** All amendments must be in writing, approved and executed by all Parties.
- E. **Reservation of Rights:** Each Party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOU. For purposes of this MOU, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. Nothing in this MOU is intended to limit the legal authority or responsibilities of the Parties, except as agreed to herein.
- F. **Third Parties:** Nothing in this MOU is intended to create duties or obligations to or rights in third parties to this MOU.
- G. **Dispute Resolution:** The Parties agree to attempt to informally resolve any disputes that arise with respect to this MOU prior to terminating the MOU by notifying the other Party if a dispute arises and identifying the issues in dispute. Each Party reserves its rights if informal dispute is not effective.
- H. **Governing Law:** This MOU is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
- I. **Authorized signatures:** The Parties hereby represent and warrant that their respective signatory of this MOU is duly authorized to execute and bind the agency for which he or she signs.
- J. **Time is of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this MOU.
- K. **Counterparts:** This MOU may be executed in counterparts and all such executed counterparts shall constitute one MOU which shall be binding upon all of the Parties, notwithstanding that all of the Parties are not signatories to the original or same counterpart. For purposes of this MOU, a faxed or emailed signature on a counterpart

shall be fully binding as though it was an original signature; provided, however, that the Parties shall provide original-ink signed signatures of the documents referenced herein that are intended to be recorded.

L. Binding Agreement; Successors and Assigns: This MOU shall be binding on all Parties. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

M. Entire Agreement: This MOU sets forth in full the terms of agreement between the Parties and is intended as the full, complete and exclusive contract governing the subject matter of this MOU. This MOU supersedes all other discussions, promises, representations, warranties, agreements and understandings between the Parties with respect to the subject matter hereof.

N. Right to Cure: In the event that any party believes that another materially has breached any obligations under this MOU, such party shall so notify the breaching party in writing. The breaching party shall have thirty days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected.

O. Legal Counsel. Each of the parties to this MOU has received independent legal advice from such Party's respective attorneys with respect to the advisability of executing this MOU. The Parties are entering into this MOU wholly of their own free will and volition.

IN WITNESS WHEREOF, the Parties to this MOU have caused this MOU to be executed on their behalf as of the date specified below, respectively, as follows:

FOR THE SCHOOL DISTRICT:

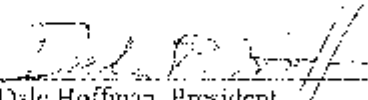
Dated: _____, 2012

APPROVED AS TO FORM:
Walker Williams, Superintendent

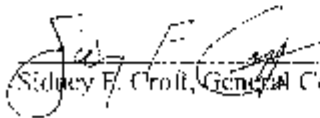
Terry Tao, General Counsel

FOR THE HOMES ASSOCIATION:

Dated: May 4, 2012


Dale Hoffman, President

APPROVED AS TO FORM:


Sidney F. Croft, General Counsel

FOR THE CITY:

Dated: _____, 2012

George F. Bird, Jr., Mayor

ATTEST:

Judy Smith

APPROVED AS TO FORM:

Christi Hagin, City Attorney

Jay Rockey, Rockey & Wash LLP

APPROVED AS TO FORM:

Thomas J. Jacob, Trustee,
the Via Panorama Trust w/d/o May 2, 2012

Dated: _____, 2012

FOR THE PROPERTY OWNERS:

**MEMORANDUM OF UNDERSTANDING
EXHIBIT LIST**

- EXHIBIT 1: Judgment in Case No. BC431020
- EXHIBIT 2: Protective Restrictions Palos Verdes Estates
1925 Grant Deed
1938 Grant Deed
- EXHIBIT 3: Area A
- EXHIBIT 4: Deed Restrictions Applicable to Area A

EXHIBIT 1

CONFORMED COPY
ORIGINAL FILED IN
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 22 2011

John J. [Signature], Executive Clerk
BY [Signature] Deputy
Court Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT

PALOS VERDES PENINSULA UNIFIED
SCHOOL DISTRICT,

Plaintiff,

v.

PALOS VERDES HOMES ASSOCIATION,
a California corporation; CITY OF PALOS
VERDES ESTATES; and DOES 1 through
20,

Defendants.

Case No. BC431020

Assigned to the Honorable Richard Fruin,
Department 15

**PROPOSED JUDGMENT FOR
DEFENDANT PALOS VERDES
HOMES ASSOCIATION FOR QUIET
TITLE AND DECLARATORY RELIEF**

This action was tried to the Court sitting without a jury on March 29 and 30 and April 1 and 4, 2011, with argument on April 14, 2011 and supplemental argument on May 20, 2011. Jeffrey L. Parker of the law firm Robinson & Parker, LLP represented plaintiff Palos Verdes Peninsula Unified School District (the "School District"). Andrew J. Haley and Andrew S. Pauly, of the law firm Greenwald, Pauly, Foster & Miller, A Professional Corporation, represented defendant Palos Verdes Homes Association (the "Homes Association").

Based on the oral and documentary evidence presented, the written and oral argument of counsel, and having already filed a Statement of Decision on ~~August~~ ^{September 22,} 2011, and good

1 cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
 2 judgment on the two causes of action in the School District's First Amended Complaint is
 3 entered in favor of the *Homes Association*, and against the *School District*, as follows:

4 1. This Judgment affects that real property located in the City of Palos Verdes
 5 Estates, County of Los Angeles, State of California commonly known as Lots C and D of
 6 Tract 7331 (the "Property") and legally described as:

7 LOTS C AND D OF TRACT 7331, IN THE CITY OF PALOS

8 VERDES ESTATES AS PER MAP RECORDED IN BOOK 102

9 PAGE(S) 46 TO 50 INCLUSIVE OF MAPS, IN THE OFFICE OF

10 THE COUNTY RECORDER OF SAID COUNTY

11 AKA: APN 7542-002-900 AND 7542-002-901

12 2. As of the filing of the Complaint on February 1, 2010, the School District held

13 and continues to hold its interest in the Property as a fee simple owner pursuant to that
 14 certain Grant Deed, dated December 7, 1938, from the Homes Association to the School
 15 District, recorded January 31, 1939 in Book 16374 Page 140 in the Official Records of Los
 16 Angeles County (the "1938 Grant Deed"), which Property was originally granted in fee
 17 simple to the Homes Association by Grant Deed, dated June 29, 1925 from Bank of
 18 America, as trustee, recorded June 30, 1925 in Book 4459 Page 123 in the Official Records
 19 of Los Angeles County (the "1925 Grant Deed").

20 3. The Property remains subject to the restrictions set forth in the 1925 Grant
 21 Deed (the "1925 Restrictions"), which 1925 Restrictions are valid and enforceable equitable
 22 servitudes against the Property enforceable by injunction by the dominant tenants of the
 23 1925 Restrictions. The dominant tenements of the 1925 Restrictions are the residents of
 24 Tract 4400 (the City of Palos Verdes Estates) and Tract 6881 (the Miraleste district of
 25 Rancho Palos Verdes).

26 4. The Property also remains subject to the restrictions set forth in the 1938 Grant
 27 Deed (the "1938 Restrictions"), including that the Property may not be used for any purpose
 28 other than for the establishment and maintenance of public schools, parks, playgrounds

1 and/or recreation areas. The 1938 Restrictions are valid and enforceable equitable servitudes
 2 against the Property enforceable by injunction by the dominant tenements of the 1938
 3 Restrictions. The dominant tenements of the 1938 Restrictions are the residents of Tract
 4 4400 (the City of Palos Verdes Estates) and Tract 6881 (the Miraleste district of Rancho
 5 Palos Verdes).

6 5. The 1938 Grant Deed created a binding contract between the School District
 7 and the Homes Association, which contract restricted the use that the School District can
 8 make of the Property to only public schools, parks, playgrounds and/or recreation areas. This
 9 contract (including the use restrictions set forth therein) continues to remain valid and
 10 enforceable, and a violation of the restrictions set forth in such contract would cause
 11 irreparable harm to the development plan for Tract 7331 - Lunada Bay - Palos Verdes Estate
 12 that can be judicially enjoined.

13 6. The Marketable Record Title Act, Civil Code §§ 880.020, *et seq.*, (the
 14 "MRTA") does not apply to the 1925 Restrictions or the 1938 Restrictions.

15 7. The Property also remains subject to all other conditions, covenants,
 16 restrictions and reservations of record, including, but not limited to, that certain Declaration
 17 No. 1 - Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants
 18 Reservations, Liens and Charges for Palos Verdes Estates, recorded July 5, 1923 in Book
 19 2360, Page 231 of the Official Records of Los Angeles County (including all amendments
 20 thereto of record) ("Declaration No. 1") and that certain Declaration No. 21 of Establishment
 21 of Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for
 22 Tract 7331 - Lunada Bay - Palos Verdes Estates, recorded September 29, 1924 in Book
 23 3434 Page 165 of the Official Records of Los Angeles County (including all amendments
 24 thereto of record) ("Declaration No. 21").

25 8. Notwithstanding the School District's ownership of the Property, the Property
 26 remains subject to the same policies and procedures that the Homes Association applies to
 27 other properties in that area of the City of Palos Verdes as established under Declaration No.
 28 1 and Declaration No. 21, including the Art Jury.

IN RE: JAMES ASSOCIATION

ANDREW L. HALL
Attorney at Law
JAMES ASSOCIATION

GREENWALD, PAULY, FOSTER & MILLER
A PROFESSIONAL CORPORATION
ANDREW L. HALL (SDN 90143)
ANDREW L. HALL (SDN 90200)
1209 Ocean Avenue, Suite 409
Santa Monica, California 90401-1007
Telephone (310) 451-8001
FAX (310) 451-8080
1209 Ocean Avenue, Suite 409
Santa Monica, California 90401-1007
Telephone (310) 451-8001
FAX (310) 451-8080

DATE: August 22, 2011

Respectfully submitted by:

HONORABLE RICHARD FRUIN
JUDGE OF THE SUPERIOR COURT

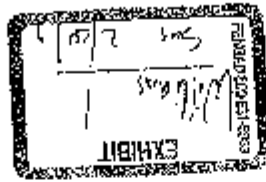
Spoke 22, 2011

by:

17. Judgment shall be rendered and all of the terms and conditions herein
shall remain with the property.
18. The School District shall take nothing on its first Amended Complaint.
19. The James Association is the prevailing party. The Court awards costs of
\$_____ in favor of the James Association and against the School District.
20. Pursuant to a briefly filed and served Memorandum of Costs,
21. The Court awards reasonable attorneys' fees of \$_____ in
favor of the James Association and against the School District pursuant to a briefly filed and
served motion.
22. Release of this judgment shall occur in the legal state of Idaho with all other
the date this judgment is entered as allowed by law. The James Association shall retain the
entirety of all reasonable and necessary costs incurred in obtaining this judgment as allowed

EXHIBIT 2

INVESTING



Bank of America A. Trustee
Henry C. James, Director of Sales
San Francisco and New York
Los Angeles, California



LOS ANGELES
CALIFORNIA
PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES
LUNADA BAY
Tract 6088 and Tract 7531

PALOS VERDES ESTATES PROTECTIVE RESTRICTIONS

Summary

With some people begin to congregate in cities, and even in country communities, the problem of zoning allows has been with us. In Palos Verdes Estates constant effort has been directed to insuring an ideal garden suburb and residence park with all the advantages of the city, in the country.

From the very beginning of this project, in the Trust Indenture which is the constitution under which it is being built, and through all the plans and layouts made, every possible protection has been established, to make sure that the neighborhoods in Palos Verdes can never be spoiled. Every man who builds a fine home or other building here need not fear that a thoughtless or unsympathetic neighbor will put in a kind of building next to him, so unattractive or inappropriate as to be ruinous. All this has been done, we believe, in a way that will not prove onerous, and yet will give the fullest protection. (Careful zoning has been done to locate the few areas necessary for business buildings, apartments and house-courts at appropriate and convenient centers, leaving, however, over ninety per cent of the property restricted to detached single family homes, under the most favorable conditions possible.

The restrictions have been most carefully worked out for every part of Palos Verdes Estates, to accomplish the following results:

First: To preserve the fine views of ocean, mountains, and parks
Second: To increase with the years the wonderful natural beauty of the property, enhanced with fine planting; and

Third: That every purchaser in Palos Verdes may be sure what building his home there that his neighbor will have to build an equally attractive type of building. In other words, he will feel secure in knowing that his home can never be damaged by an unsightly or undesirable structure either upon adjoining lots or in any part of Palos Verdes Estates.

The experience of many of the finest residential tracts in other large American metropolitan areas has clearly demonstrated the advantage of the adoption of such protective restrictions as will promote and safeguard the attractiveness and desirability of residential neighborhoods.

In preparing the restrictions for Palos Verdes Estates, the project has been guided by the experience of many years in these other parts of the country; by the counsel and advice of Olmsted Brothers of Brookline, Massachusetts, the foremost landscape architects in this country; by Charles H. Cheney, nationally known Consultant in city planning; and by the experience of an able staff of architects, landscape architects, engineers and city planners.

In thus taking advantage of the best experience of the country and adapting it to the special conditions of site, climate and residential ideals of Palos Verdes Estates it is believed that the protective restrictions here worked out are the best that have been yet devised for any American community, and will result in making Palos Verdes not only the most beautiful and attractive residential city in California, but one of the finest and most notable in any part of this country or abroad.

On account of the large extent of Palos Verdes Estates, the varying character of the property, the great number and wide range in location, size, slope and outlook of the lots, the declarations of restrictions taken as a whole may seem to be somewhat complex. The fact is, however, that the restrictions and conditions relating to any one lot are quite simple, and may be easily summarized.

Briefly, their main features are as follows:

Marking a greater step forward in the time that the protections will last than any other residential development in Southern California, is the provision of the Palos Verdes restrictions extending their life over a period of 37 years, or until 1960, with automatic extension for successive 20 year periods thereafter unless then changed by two-thirds of the property owners. Although the protection of such long time restrictions is most desirable the conditions surrounding property are subject to somewhat rapid change in a section so fast growing as Southern California, and hence a term as long as the above would be unsafe except for the provision

Polos Vardes is, of course, primarily a high class residential city in which over 90 percent of all lots are restricted to one-family houses. No flats, apartments, duplexes, house-courts or stores are permitted in the single-family neighborhoods, but only as very limited convenient centers where they have been designed to be as much out of the way of the strictly home neighborhoods as possible. The four principal communities of Malaga Cove, Canada Bay, Val-Monte and Mistake have as a matter of convenience community small business centers, about two miles apart, where a few blocks of necessary stores, groceries and service stations may be located. Although there are scenic blocks open to apartment houses, hotels and houses-in-row. But the number and kind of these buildings have been

Not more than one house may be built on any building site which is zoned for single-family dwellings, nor may any building site be re-subdivided. In some cases, however, large lots have been designated as including more than one building site.

The building setback requirements from the street have been carefully worked out with the idea of maintaining views and increasing the architectural perspective. The average setback is 20 to 30 feet, varying in different tracts according to the kind and type of house best suited to that location. For fire protection a setback from rear lot lines is also required. All setbacks have been much modified where the lots are shallow or on hillside where it is difficult to get into the building unless they are close to the street.

One important feature of the restrictions is that which requires an open or tree space on each side of every dwelling, the extent of which varies with the location and the width of the lot. This assures the maintenance of a bright, open, sunbath neighborhood for each dwelling, with a maximum of light and air, and avoids that unpleasant jamming of one house against another, which has spoiled so many residential developments.

which has been included providing a means by which the zoning and local restrictions as to any lot may be modified with the approval of the owners of two-thirds of the property within 300 feet of the proposed change, and of Polos Vardes Homes Association and the Army.

strictly limited, and the project will control their architectural design in such a way as to make them distinctive, attractive and convenient without in any way detracting from, but rather supplementing, the fine and extensive residential neighborhood surrounding them.

There are also established as a matter of convenience additional small business building groups or local centers about a mile apart, as at Monte Malaga, Zurita, Mangata, etc., to serve areas that would otherwise be inconveniently far from a neighborhood store and market.

Industries, asylums, or nuisance businesses are prohibited in all parts of the Estates.

No billboards, advertising signs or "For Sale" signs can be erected in Palos Verdes, and the few store and business signs necessary must meet with the approval of the Art Jury.

The character of the property is such as to preclude the keeping of live stock, which includes rabbits, pigeons, chickens and other poultry, except where there is no residence within a considerable distance when they may be allowed in special cases, for private use only, by a special permit from the Palos Verdes Homes Association. Likewise, on the larger lots, a special permit may also be given for the keeping of horses and cows.

No porches, private garages or tents may be erected prior to the erection of the dwelling house or principal building on the lot.

The minimum cost of houses that may be erected ranges from a fairly low amount in areas where there are cheaper lots to considerably higher restrictions along the ocean bluffs and at special points, the amount being determined by the size, value and neighborhood of the lot.

But more important than any specific requirement as to the minimum cost of houses is the provision in the restrictions for the approval by Palos Verdes Homes Association and the Art Jury of the plans and specifications of all buildings prior to the beginning of construction, and of inspection during construction. This will be done from

The entry on the common interest and look after the maintenance of all lot owners. (2) From the beginning, a community association, with the name of Palos Verdes Homes Association, has been incorporated as a nonprofit corporation and is the owner of the property, in which every building site has one vote. It will be the duty of this body to maintain the parks, street lighting, and other community affairs, and to perpetuate the restrictions

As nearly every lot must be provided with a private garage space. Architects and builders have learned that the garage can very effectively be made a part of most dwellings, but where this does not seem practicable the restrictions as to the location of garages have been carefully drawn to be as liberal in a location as restrictive and proportionate as possible.

Accessions and rights-of-way are reserved for sanitary, electrical utility and other necessary purposes on the rear five feet of lots, and also over side lines where needed. These easements will not interfere with the full and free use of property by owners for planting.

Tenons, walls, hedges and poles will be limited to a reasonable height. No trees on any lot larger than twenty feet in height may be cut down without the consent of the Park Department of Palos Verdes Homes Association.

The experience of the best Eastern developments has shown that in practice this kind of regulation works greatly to the advantage of lot owners as a whole. It will further the harmonious and attractive development of the property and prevent unsightly buildings with respect to their location on the lot, design or interior scheme. It is also believed that with the long experience of the town located with this part of the work, it will be possible to give, when plans are presented, suggestions of substantial value to home builders, and to prevent costly errors.

The Association is governed by a Board of five directors elected by the members. Each purchaser on receiving his deed or contract of sale automatically becomes a member of this Association and entitled to vote.

One of the greatest difficulties in starting new communities outside of an incorporated city is to bridge the gap of time from the beginning of the project until there are enough people under state law to organize the ordinary forms of government, and to employ the necessary help to keep up streets, parks and playgrounds, and to look after other community interests such as fire protection, secure the necessary watchmen and police, collect garbage, and the like. In smaller projects the selling company often provides a temporary paternalistic interest, which unfortunately, however, often later requires concessions for the sake of making sales that are not always to the greatest common good. To avoid all such difficulties Palos Verdes Homes Association and the Art Jury have been legally constituted under the restrictions as perpetual bodies to carry out and look after, from the beginning, the best interests and highest ideals of the purchasers.

They will take care of the common and private parks, parking strips on the streets, sidewalk planting, etc.; see that vacant lots are kept free from weeds and rubbish; supervise the ornamental lighting features; care for and maintain club houses, tennis courts, golf courses or any other recreation features that the members may desire; arrange with county authorities for the upkeep of streets, fire and police protection; and otherwise co-operate with all authorities to assure the greatest common welfare to all residents and owners in Palos Verdes.

In order to defray the expenses necessary to properly maintain and fulfill the purposes of the Association, an annual tax or assessment will be levied by the officers on all lots which have been subdivided and legally sold or conveyed in Palos Verdes, including those owned by the Project. This tax or assessment is limited so as never to exceed the rate of one-half of one per cent, and is established on the assessed valuations of the County Assessor.

A complete printed copy of the restrictions of record for each tract will be furnished when contracts of sale or deeds are signed, or can be had upon application to Henry Clark, Director of Sales, 501 Lake Mortgage Building, Los Angeles.

(owners expecting to build) should instruct their architects to secure copies of the present building code and other regulations from the Secretary of the Palos Verdes Homes Association, 604 Lane Mortgage Building, Los Angeles, or at Hotel Redondo, Redondo Beach, and to submit preliminary sketches to the Art Jury for approval in advance of starting working drawings. A building permit, before any construction can be commenced, signed by the Building Commissioner of Palos Verdes Homes Association and the Secretary of the Art Jury.

The Art Jury and the Palos Verdes Homes Association exist solely for the common benefit of all property owners in the Estates and should be made use of by them to bring about the most attractive, convenient and satisfactory development possible.

While this maintenance charge will naturally be only made large enough to produce as much as is required for the proper upkeep of the property, and may in some years be considerably less than the assessed city rate, the maximum has been established sufficiently large that the Association may have means for making an equitable agreement should residents and property owners desire further playground and equipment, community meeting houses or other common improvements.

DECLARATION NO. 68 OF ESTABLISHMENT

OF

THE BANK OF AMERICA NATIONAL ASSOCIATION, MEMORABLE DECLARATION, TRUST
AND TRUSTEE AFFIDAVIT THE TRUST PROPERTY KNOWN AS:

TRACT 6688 JUNADA BAY PALOS VERDES ESTATES

LOCATED IN THE COUNTY OF LOS ANGELES

IN THE STATE OF CALIFORNIA

DATED AUGUST 15, 1934

I, JAMES H. HARRINGTON, JR., CLERK OF THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT

On the 15th day of August, 1934, the Bank of America National Association, a corporation organized under the laws of the State of California,

Through the Board of Directors, a committee consisting of George W. Allen, President, and James H. Harrington, Jr., Secretary, of said Association, Trust Company, of the State of California, did execute and deliver to the County of Los Angeles, State of California, a certain Declaration of Establishment of Basic Protective Restrictions, or covenants, said Bank of America, as assignor in interest to said Commonwealth Trust Company, did also on December 5th, 1933, file Amendment No. 1 thereto in Book 3940, Page 27, and on June 25th, 1934, an Amendment No. 2 thereto, in Book 4019, Page 224 of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of said Tract 6688 above described; and,

Whereas, said Bank of America, as such assignor to Commonwealth Trust Company, is owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract No. 6688 of said County, as per Map recorded July 16, 1934, in Book 196, Page 67, to 72 of Maps, in the office of the County Recorder of said Los Angeles County; and,

Whereas, said Commonwealth Trust Company did on the 5th day of July, 1934, file in the office of the said County Recorder, in Book 3940, Page 237, of Official Records of said County a certain Declaration of Establishment of Basic Protective Restrictions, or covenants, said Bank of America, as assignor in interest to said Commonwealth Trust Company, did also on December 5th, 1933, file Amendment No. 1 thereto in Book 3940, Page 27, and on June 25th, 1934, an Amendment No. 2 thereto, in Book 4019, Page 224 of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of said Tract 6688 above described; and,

Whereas, said Bank of America is about to sell, dispose of or convey certain portions of said property, which is desired to subject to certain additional and proper restrictions, conditions, covenants, restrictions, liens and charges between it and the recipients or users of said property, as hereinafter set forth; and,

Whereas, the power to interpret and enforce certain of the conditions, restrictions and charges set forth in this Declaration is to reside in Palos Verdes Estates Association, a non-profit cooperative association organized and existing under and by virtue of the laws of the State of California, and in Palos Verdes Art Jury, created and established as provided in said Declaration No. 1;

Now, Therefore, Robert Allen, Esq., Trust Officer, The Bank of America hereby certifies and declares that he executed and supplemented to the basic plan set forth in said Declaration No. 1, as amended and declared by the said plan for the protection, maintenance, development and improvement of said Tract 6688, and has been authorized by the said protective restrictions, conditions, covenants, restrictions, liens and charges upon and subject to which it has, provides and protects said tract, shall be held, owned or used and/or covered by it as such uses, and uses of it which in any way for the benefit of all of said Tract and of any part of said tract, and shall comply to and with said Declaration and each and every part of said Declaration, and shall comply to and with the restrictive provisions in respect of the present, future, uses, and uses of said tract as reported upon said tract as a condition of use of said property, and each and every part of said tract, as the Declaration and the uses, and uses, as follows, to-wit:

Article I, Section 1, of the Declaration No. 1, as amended and declared by the said plan, shall be held, owned or used and/or covered by it as such uses, and uses of it which in any way for the benefit of all of said Tract and of any part of said tract, and shall comply to and with said Declaration and each and every part of said tract, as the Declaration and the uses, and uses, as follows, to-wit:

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ARTICLE DECLARATION PROPERTY

Section 11. If, at any time, the owner or owners of land adjoining or outside of said property shall come with Bank of America, or its successors in interest, and/or Palos Verdes Homes Association to hold, sell and convey the land subject to restrictions, conditions, covenants, reservations, liens or charges set forth in an agreement and/or Declaration of Restrictions duly executed by such owner or owners and approved by Palos Verdes Homes Association and the Art Jury, and said agreement and/or Declaration of Restrictions shall thereafter be recorded in the office of the County Recorder of Los Angeles County, California, Palos Verdes Homes Association and the Art Jury shall from and after the date of such recording have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from the owner or owners of said property as therein provided and to grant said owner or owners membership in Palos Verdes Homes Association as therein agreed to and provided; provided, however, that the Art Jury shall have full jurisdiction over all lands and property over which Palos Verdes Homes Association may at any time have jurisdiction.

RECORDING OF TRUST

Section 12. Each and all of said restrictions, conditions, covenants, reservations, liens and charges as and are for the benefit of each owner of land (or any interest therein) in said property and they and each of them 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. Each grantee of Bank of America of any part or portion of the said property by acceptance of a deed incorporating the substance of this Declaration, either by setting it forth or by reference therein, accepts the same subject to all of said restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of Palos Verdes Homes Association. A breach of any of the restrictions, conditions and covenants here by committed on all or any part of the property upon which such restrictions are in favor of Bank of America, or its successors in interest, or owners of the adjoining or other lands, shall be a breach of the said restrictions, conditions, covenants, reservations, liens or charges of any such owner or owners, and the grantor and the grantee, their

said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the restriction, or by any such owner of other lots or parcels in said property or by Palos Verdes Homes Association, but such covenants shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions and covenants, whether obtained by foreclosure or at trustee's sale or otherwise.

Section 13. The violation of any of the restrictions or conditions or breach of any of the covenants hereby established shall also give to Bank of America, or its successors in interest, and/or to Palos Verdes Homes Association, the right to enter upon the property upon or as to which such restriction or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be in existence contrary to the intent and meaning of the provisions hereof; and Bank of America, or its successors in interest, or Palos Verdes Homes Association, shall not be deemed guilty of any manner of trespass for such entry, abatement or removal.

Section 14. Every act or omission whereby any restriction, condition or covenant in this Declaration set forth is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Bank of America, or its successors in interest, and/or by Palos Verdes Homes Association and/or by any lot owner subject to the jurisdiction of Palos Verdes Homes Association; and such remedy shall be deemed cumulative and not exclusive.

Section 15. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected in its purpose and the grantor and grantee, their

Violations
Continued

Violations
Continued
Nuisance

Continued
Art Jury
or Association

DECLARATION NO. 214 OF ESTABLISHMENT

IN WITNESS WHEREOF, I, LUCAS EDWARD COWLEY, DEEDS COMMISSIONER, INSPECTION, DEEDS AND
 CHARGE, SIGNED THE REAL PROPERTY KNOWN AS

TRACT 1031 LUNAJA DAY PALOS VERDES ESTATE

WHEREIN SITES IN THE COUNTY OF LOS ANGELES

OF THE STATE OF CALIFORNIA

BEFORE ME, COURT CLERK OF SAID COUNTY, AND I, DEEDS COMMISSIONER, HAVE
 REVIEWED THE RECORDS OF THE COUNTY OF LOS ANGELES

DATED FEBRUARY 10, 1923

Declaration, made on the 11th day of September, 1924, by Bank of America as agent
 for, executed and signed under and by virtue of the laws of the State of California.

Whereas, Bank of America is interested in certain real property known as
 Tract 1031, a portion of said Commonwealth Trust Company into the said Bank of
 America, the five at close of business on the 11th day of October, 1924, by virtue of
 agreement of purchase made and entered into between said Commonwealth Trust Company
 and Bank of America; and,

Whereas, Bank of America, as such successor to Commonwealth Trust Com-
 pany, is owner of a certain tract of land in the County of Los Angeles, State of California,
 known as Tract Number 1031 of said County, as per map recorded August 18, 1924, in
 Book 102, Pages 46 to 50, of Maps, in the office of the County Recorder of said Los
 Angeles County; and,

Whereas, said Commonwealth Trust Company died on the 1st day of July, 1924,
 file in the office of the said County Recorder in Book 2350, Page 231, of Official Records of
 said County, a certain Declaration of Establishment of Basic Protective Restrictions, et
 cetera, and Bank of America, as successor in interest to said Commonwealth Trust Com-
 pany, did also on December 5th, 1923, file Amendment No. 1 therein in Book 2940, Page
 27, and on June 25th, 1924, Amendment No. 2 thereof, in Book 4019, Page 274, of said
 Official Records, which said Declaration and Amendments are hereinafter referred to as
 "Declaration No. 1," covering and applicable to certain property therein described,
 including all of the real property now included in said Tract 1031; and,

Whereas, Bank of America is about to sell, dispose of or convey certain por-
 tion of said property, which it desires to subject to certain additional local protective re-
 strictions, conditions, covenants, conventions, times and charges between it and the acquir-
 er or user of said property, as hereinafter set forth; and,

Whereas, the power to interpret and enforce certain of the conditions, restrictions
 and charges set forth in this Declaration is to reside in Palos Verdes Home Association,
 a nonprofit, cooperative association organized and existing under and by virtue of the
 laws of the State of California, and in Palos Verdes Air Line, organized and incorporated as
 provided in said Declaration No. 1;

Now, Therefore, Know All Men By These Presents, That Bank of America
 hereby certifies and declares that in addition and supplemental to the basic plan set
 forth in said Declaration No. 1, it has established and does hereby establish the local
 plan for the protection, development and betterment of said Tract 1031,
 and does hereby fix the local protective restrictions, conditions, conventions,
 times and charges upon and subject to which all lots, parcels and portions
 thereof, as well as said tract and said portion thereof, by means of new map and
 plat, to be and for the benefit of said tract and of each parcel of land
 thereof, shall hereafter pass between said tract and each and every parcel of land
 therein, and does hereby declare that the respective successors in interest of the present
 owner of the tract and each parcel thereof is a person or persons who are entitled to
 all said restrictions, conditions, conventions, times and charges in the said tract and
 parcels, as hereinafter set forth.

That the said restrictions, conditions, conventions, times and charges shall be
 subject to the following provisions:

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(1) Filling and paving sewers, storm-water drains, land drains and pipes, water systems, water heating and hot water or vapor, and;

(2) Any other method of conducting and performing any public or quasi-public utility service or operation beneath the surface of the ground.

(c) Section 1000 and Rights of Way are hereby specifically reserved.

(1) The portion (15) feet of road and sewer, and sewer laterals and front extend as follows:

All of Block 1191,
all of Block 1196,
all of Block 1197,
all of Block 1198,
in Block 1199, Lots 1 to 10 inclusive and Lot 14 to 24 inclusive
in Block 1200, Lots 1 to 8 inclusive, and 2 to 5 and 22 and 23.

(2) The ten (10) foot strip adjoining the following lot lines in said tract:
in Block 1191, on each side of the line dividing Lot 1 from Lot 2;
in Block 1196, on each side of the line dividing Lot 11 from Lot 12;
in Block 1197, on each side of the line dividing Lot 5 from Lot 6;
in Block 1198, on each side of the line dividing Lot 5 from Lot 6 and Lot 7 from Lot 8;

in Block 1199, on each side of the line dividing Lot 4 and 7 from Lot 8 and 11 inclusive;
in Block 1200, on each side of the line dividing Lot 10 from Lot 11 and 12;
in Block 1201, on each side of the line dividing Lot 7 and 16 from Lot 1 to 6 inclusive, and Lot 10 and 16 from Lot 11 to 12 inclusive;
in Block 1202, on each side of the line dividing Lot 6 from Lot 7 and 11 from Lot 14 from Lot 15 and 16 from Lot 17 and 18.

(3) The thirty (30) foot strip on each side of the lot line dividing Lot 2 and 3 and Lot 20 and 21 in Block 1190; provided, and this agreement shall be for public recreation and public parking with other uses.

(4) A three (3) foot strip adjoining each and every lot line in a Peninsula District of Class A in said tract, provided that this subsection shall not apply to a lot line adjoining a street, walk or alley and except adjoining the following lot lines:

All of Block 1191
in Block 1196, the lot line between Lot 1 and 8 and Lot 10 and 11;
in Block 1197, the lot line between Lot 1 and 2;
in Block 1198 and 1200, the lot line between Lot 6 and 10.

(5) In and over all streets, walks and alleys and Lots C and D.

Sections 6 to 19 inclusive, of this Declaration No. 21 are the same as the sections of the same numbers in Declaration No. 1, printed on pages 14 to 18 inclusive of this booklet.

In Witness Whereof, and Ready to Assume, has this 18th day of September, 1959, hereunto caused its corporate name and seal to be affixed by its Vice-President and Secretary, thereunto duly authorized.

BACK OF AMERICA,

By Jay E. Berman,
Vice-President

By W. P. Lawrence,
Secretary

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES.

I, the County Clerk, do hereby certify that the foregoing Declaration, together with Paul Gustafson's Map, Part 1 to and In said County, previously appeared for recording in the County Clerk's Office, and W. P. Lawrence, known to me to be the Secretary of the corporation, did cause the same to be so recorded, and to be the person who executed the said Declaration, as indicated in the Declaration, and the said Declaration and the said Declaration and the said Declaration.

Paul Gustafson,
County Clerk of said County, Los Angeles.

Now, Therefore, Know All Men By These Presents that the Commonwealth Trust Company hereby certifies and declares that it has established and does hereby establish the general plan for the protection, maintenance, improvement and development of said property, and has fixed and does hereby fix the protective instructions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said property shall be held, leased or sold and/or conveyed by it as such owner, each and all of which to and use for the benefit of said property and of each owner of 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 present owner thereof, and, etc 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 servitudes, as follows, to wit:

ARTICLE I

SECTION 1. GENERAL PURPOSE AND SCOPE

Section 1. There shall never at any time be erected, installed, maintained, or used on any said property or any part thereof any saloon or place for the sale or consumption for sale of malt, vinous or spirituous liquors; any lottery, brickyard, cemetery, public utility, inn, eatery; any establishment for the care or cure of persons afflicted with tuberculosis, or for the care, cure or treatment of the mentally impaired or of victims of drink or drugs or any detention home, detention or reform school, asylum or institution of like or kindred nature; any building for the manufacture of gun powder or explosives, any product or by-product of kelp, fish meal, stock food made of fish, fish oil or fertilizer or for carrying on any copper or other smelting or for conducting a slaughter house, stock yard, tannery, oil refinery or fish cannery; or a building for any other business or industrial use not specifically mentioned herein unless such use is approved by the Board of Directors of the Palos Verdes Homes Association hereinafter referred to and is accorded in a use charter permitting the same as provided in Article IV hereof, or any provision thereof, or in any of the by-laws, rules and regulations of the said Association.

Section 3. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum, or hydro-carbon products or substances be produced or extracted therefrom.

REPEALED
BY ORD.
PROMULGATED

Section 4. There is hereby conferred upon Palos Verdes Homes Association, a non-profit, cooperative corporation, organized and chartered under and by virtue of the laws of the State of California, hereinafter referred to as the "Homes Association," and upon Palos Verdes Art Jury, organized by Commonwealth Trust Company April 12, 1943, hereinafter referred to as the "Art Jury," the right and power as to the Association provided to interpret and enforce the restrictions, conditions, covenants, reservations, liens and charges in

REPEALED
BY ORD.
PROMULGATED
AND PAID
VERDAS ART JURY

Approval of the Board of Directors shall be required for any amendment to the Articles of Incorporation or the Bylaws of the Corporation. The Board of Directors shall also have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

Section 1. The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors. The Board of Directors shall also have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

ARTICLE II
Section 1. The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

Section 2. The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

(a) The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

Section 3. The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

Section 4. The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

Section 5. The Board of Directors shall have the right to amend or repeal any resolution of the Board of Directors passed at any meeting of the Board of Directors.

MAINTENANCE
AND
REPAIRS

which exceed the largest total amount that could have been raised under said first named plan.

(2) To expend for the purposes hereinafter specified the money paid in on such charges or assessments, provided that not less than one-fourth (1/4) of the money so collected shall be placed at the disposal of and expended by the Park Department of the Homes Association for the maintenance and improvement work in its judgment necessary and advisable on the parks, playgrounds, planting in streets and other similar plantings and improvements under the control and care of said department.

The right to collect, use and enforce the collection of such charges or assessments is reserved by Commonwealth Trust Company until said right is transferred by it to Palis Verde Homes Association, and Commonwealth Trust Company as to any property covered by it except as when was provided herein, has established and does hereby establish, reserve and improve after therein creating such annual charges or assessments.

(3) Such annual charge or assessment shall be fixed on or before the first Monday of October, 1923, for the fiscal year beginning July 1st, 1923, and annually thereafter for each current fiscal year, and said charge or assessment shall be paid annually in advance to Commonwealth Trust Company on the first Monday in November in each and every year, beginning in November, 1923, on which date such annual charge or assessment shall become enforceable against the said real property and so continue until full payment of said charge or assessment, together with all penalties and costs of collection (including reasonable attorney's fees) thereof. The purchase of said property or of any portion thereof by the acceptance of deeds transfer, whether from Commonwealth Trust Company, or from subsequent owners of said property, or by the signing of contracts or agreements to purchase said property, shall be deemed prima facie obligation to pay such annual charges and assessments as are payable at the time of their ownership, and if there is a Commonwealth Trust Company, or its successor in interest, or assigns or their successors (they hereunder), the right and power to bring all actions for the collection of such charges

and assessments and the enforcement of such liens. Said charge or assessment shall be subordinate to the lien of any valid homestead mortgage or trust deed which shall have been given in good faith and for value on the property subject thereto. Commonwealth Trust Company will promptly pay all the proceeds of such charges or assessments as may be paid to it, to the Homes Association, as they are collected.

(4) Said charge or assessment shall, and any other funds available therefor may, be applied by the Homes Association toward the payment of the expenses of carrying out any or all of the purposes set forth in the Articles of Incorporation, or Amendments thereto, of the Homes Association, and/or for the following purposes or any of them:

Section 4. All conveyances, contracts of sale or leases for two or more years hereafter executed by Commonwealth Trust Company are hereby made subject to the condition that the grantor, vendor and/or lessor by the acceptance of deed, contract of sale or lease covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Homes Association shall have the right and power to do and/or perform any of the following things, for the benefit, maintenance and improvement of the property and owners thereof at any time within the jurisdiction of the Homes Association, to-wit:

(a) To maintain, purchase, construct, improve, repair, protect, care for, own, and for disposal of parks, parkways, play grounds, open spaces and recreation areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, ruggies and fields for aircraft, band stands, dancing pavilions, casinos, places of amusement, hospitals, museums, aquariums, community facilities appropriate for the use and benefit of the owners of and/or for the improvement and development of the property herein referred to.

(b) To improve, light and/or modernize streets, roads, alleys, trails, public walks, courts, public grounds, fences and other means, fences now existing or hereafter to be erected or erected, fortifications, shelters, comfort stations, public buildings and im-

POWERS OF
THE HOMES
ASSOCIATION

for the occupants of existing and/or hereafter erected buildings by establishing such regulations as are usually included in city building codes or zoning regulations; such regulations shall have full force and effect from and after the time of their adoption as provided in the By-laws of the Homes Association and shall thereafter be binding upon the owners of said property and all of them, as if set out in full herein.

(11) To employ a manager, secretaries, engineer, and/or, technical consultants or any other employees or assistants and to pay all expenses necessary and incidental to the conduct and carrying on of the business of the Homes Association; and to pay the expenses incident to maintenance and approval as to those matters prescribed in this Article, and for such supervision of construction as may, in the opinion of the Board of Directors of the Homes Association, or of the Art Jury, be necessary.

(12) To keep records of building permits and/or other approvals or disapprovals made or issued by the Homes Association and to keep books and records showing all changes, fees, and assessments made, and to furnish certified copies of any record which the Board of Directors may authorize to be furnished and from time to time, to issue certificates of completion and compliance covering respective parcels of property with respect to which buildings, structures, and/or other improvements or changes have been made as herein provided; and to make and collect charges therefor.

(13) To enforce liens and charges and to enforce the restrictions, conditions and covenants at any time created for the benefit of lots or parcels over which the Homes Association has jurisdiction and to which said lots or any thing may be subject, and to pay all expenses incidental thereto; to enforce decisions and rulings of the Art Jury, and to pay the expenses in connection therewith, and such other expenses of the Art Jury as the Board of Directors may approve, provided that the decisions of the Art Jury shall be conclusive and binding on the Homes Association and shall not be set aside or changed by it.

(14) To pay the taxes and assessments which may be levied by any public authority upon property used or set apart for streets, parks or recreation areas, and improvements thereon, now or hereafter

opened, laid out or established in said property, or on such other open recreation spaces as shall be maintained for the general benefit and use of the owners of lots in said property, and their successors in interest, and also on ornamental features, tennis courts, pumping plants, water systems, community club house, sewers, and other utilities and storm drains established in or upon said property whether taxed or assessed as a part of said property or separately, and on any property of the Homes Association or which may be held in trust for the Art Jury.

(15) To establish or make provision for the establishing of a Planning Board, Park Board, Health Board, Library Board, Recreation Board, and/or any other board for the general welfare of the owners of said property or residents thereon provided for in the By-laws of the Homes Association, and for those purposes to have authority to delegate to such boards such powers as the Homes Association may lawfully delegate, and to make provision for the use by any such board and/or boards of such funds of the Homes Association as the Board of Directors of the Homes Association may, from time to time, deem advisable.

(16) To exercise such powers of control, interpretation, construction, consent, decision, determination, modification, amendment, cancellation, rescission, and/or enforcement of covenants, reservations, restrictions, liens, and charges imposed upon said property as are herein or may be vested in, delegated to, or assigned to the Homes Association and such duties with respect thereto as are herein or may be assigned to and assumed by the Homes Association, including the enforcement of State and County laws and ordinances, as far as legally may be done.

(17) To nominate to the proper person or corporation and/or to make appointments of members of the Art Jury.

(18) To receive, file, and preserve such reports as may, from time to time, be made to it and to publish and distribute bulletins and reports.

(19) Generally, to do any and all lawful things which may be advisable, proper, authorized and/or permitted to be done by the Homes Association under or by virtue of this declaration or of any restrictions, conditions and/or covenants

said board may elect by majority vote a Board of three trustees, and provide for appointment of successors in the event of a vacancy arising in any cause, which board shall convene and thereafter serve and act in lieu and instead of, and with all the rights, powers and duties provided in this Declaration for the Home's Association. In the event said board is so elected, then whenever in this Declaration the Home's Association is referred to, said board of three trustees shall be substituted therefor, with the same force and effect as if named herein, whether or not specifically named in each case.

ARTICLE III

ART JURY

ARTICULAR OF STRUCTURE REQUIREMENTS AND GENERAL PLANNING

Section 1. No part of the said property or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association shall be subdivided, laid out or improved by street work, buildings, structures, landscaping, planting, or its physical contents or into, altered or changed, or any premises maintained except with the approval of the Art Jury as to a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements; provided, that this shall not be deemed to apply to any original layout, subdivision and landscaping of the said property for Commonwealth Trust Company by Vincent Brothers, Landscape Architects, of Brookline, Massachusetts, the Art Jury shall not have any jurisdiction or power of approval other than to make suggestions unless specifically requested to do so by Commonwealth Trust Company; and provided also that at the end of ninety days after submission by Commonwealth Trust Company to the Art Jury of a subdivision map of a any proposed declaration of additional restrictions covering any portion of the said property, legal title to which is held by Commonwealth Trust Company, the said subdivision shall be deemed to have in a paper full and final approval by the Art Jury, except in case of any action held in the interim.

Section 2. No building, fence, wall, driveway, walk, porch, or any other structure or improvement shall be erected, built, placed, or maintained on the said property, or on any portion thereof, without the written approval of the Art Jury.

Section 3. No portion of said property or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association (except as provided in Section 1 hereof) unless plans and specifications therefor, including the exterior color scheme, together with a block plan indicating location, shall have been submitted to, approved in writing by the Art Jury and a copy of such plans, specifications and block plan so finally approved deposited for permanent record with the Art Jury. No alteration shall be made in the exterior color or design of any structure unless written approval of such alteration shall have been obtained from the Art Jury. No sign of any kind or for any use shall be erected, posted, posted, painted or displayed upon or about any property under the jurisdiction of the Art Jury without the written approval of the Art Jury.

Section 4. No work of art located or to be located upon said property or any part thereof shall become the property of Commonwealth Trust Company, Palos Verdes Homes Association, or of any corporation, organization or public or semi public board which may succeed or be substituted for any of them, whether acquired by purchase, gift, or otherwise, unless such work of art or a design of the same, together with a statement showing the proposed location of such work of art, shall first have been submitted to and approved in writing by the Art Jury; nor shall any work of art until so approved be contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation ground, school, public buildings, or other public or semi public property over which the Art Jury has jurisdiction. The Art Jury may, when it deems proper, also require a model of any proposed work of art, or a map, drawing or profile of any proposed site therefor. The term "Work of Art" as used in this section, shall apply to and include all paintings, mural decorations, stained glass, structures, bas-reliefs, tablets, sculptures, monuments, fountains, statues, entrance gateways, or other structures of a permanent character intended for ornament or enhancement of the area of art over which the Art Jury has jurisdiction; shall be not well, displayed or in any way attached with the rights of the Art Jury.

ARTICULAR OF WORK OF ART

submission of all matters within their jurisdiction. Two members shall constitute a quorum and shall have full power to act as the Art Jury during the period of any vacancy or vacancies in the membership thereof. The Art Jury shall designate and appoint a trust company to act as its Treasurer and to act as Trustee of all property of the Art Jury. The names of such Treasurer and of the Secretary shall be certified to the Home Association.

ART JURY. If for any reason (Commonwealth Trust Company, or the President of the Home Association after the right of appointment shall have been transferred to him) shall fail, for ninety (90) days after the occurrence of a vacancy on the Art Jury, to appoint a member as provided herein, the then President of the Art Jury shall then and thereafter have the power to appoint the member to fill the said vacancy, provided such appointments shall, in all cases, fulfill in number and qualifications as nearly as possible the provisions of paragraph (1) of this section as to membership.

ART JURY EXPENSES AND FUNDS

Section 6. Any funds available therefor may be used by the Art Jury to pay its members for time in attendance at meetings, and other expenses which in its judgment are incidental to carrying out the purposes for which it is established, to enforce its decisions and rulings and/or to promote art education and community embellishment. The Art Jury may accept bequests and donations of, and through its trustee take and hold, title to real and/or personal property and shall have power to administer, disburse and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

RECORDS AND SECURITY

Section 7. (1) The Secretary of the Art Jury shall keep minutes of each meeting, communication or other official act of the Art Jury and furnish certified copies thereof on certificate of the trust thereon, or a plat to any person, and the Art Jury may make a reasonable charge therefor. Said records shall be open to the public.

(2) The Art Jury may authorize the Secretary thereof to cause a certificate of completion and compliance as to any property to inspected and to make and collect a reasonable charge therefor.

ARTICLE IV ZONING

Section 1. The protective restrictions in this article shall be known as "Building Zone Restrictions"; and for the purposes hereof the following explanations and definitions of words, terms, and phrases shall govern unless the context thereof clearly indicates a different meaning:

(a) Words used in the present tense include the future; the singular includes the plural, and the plural includes the singular; the word "lot" includes the word "plot" and the word "building" includes the word "structure."

(b) An "Apartment House" is a building containing three or more separate single family dwellings using a common passage or stairway and a common entrance on the ground floor.

(c) An "Attic" is a story under a hipped roof at the top of a building, of which the top of the plate or wall carrying the main roof rafters is not more than two feet above the floor of such attic.

(d) The term "Back to back" applies to lots or portions of lots when the same are on opposite sides of the same part of a (can line common to both and the opposite street lines on which the lots front are parallel to each other or make an angle with each other of not over forty five degrees.

(e) A "Building site" shall be taken to be a lot (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in severalty with the restrictions, conditions and covenants affecting same, shown on any map of records):

(a) Of any original subdivision of said land subject to the jurisdiction of the Home Association.

(b) Of any re-subdivision of any plot or parcels of said land which re-subdivision is approved by the Home Association and is permitted by the restrictions applicable thereto and thereby allowed to be used as a building site:

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of the Home Association by virtue of restrictions, conditions, covenants, and/or con-

(g) A "multiple dwelling" is a building designed or used for three apartments, tenements, hotel, tenements or any dwelling other than a single family dwelling.

(h) A "rear yard" is an open, unimproved space on the same lot with and immediately behind a building, and whenever required shall extend the full width of the lot.

(i) A "single family dwelling" is a dwelling for one family alone, having but one kitchen and water which not more than five persons may be lodged for the same time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family, and that such quarters may be built and maintained as a part of the main building or with the written approval of Palos Verdes Estates Association and the Art Jury as a separate detached necessary building or buildings on the same lot, provided said necessary buildings be not at any time rented or let to persons outside the said family and that they be occupied and used only by persons who are employed by or are the guests of said family. (As amended by Amendment No. 3.)

(j) A "ceiling" is that portion of a building included between the surface of any floor and the finished ceiling above it.

(k) A "street wall" of a building is any level in the wall of that part of the building nearest to the street line.

(l) The "width of the street" is the mean distance between the sides from property line to property line thereof within a block. Where a street borders a public place, or public park, the width of the street is the mean width of such street plus the width measured at right angles to the street line of such public place or public park.

CLASSES OF USE DISTRICTS

(m) The word "use" means the purpose for which the building is designed, arranged or maintained or for which it is or may be occupied or maintained.

Section 2. The following general plan of zoning or districts is hereby adopted for said property and there are hereby established and defined the said property zoning districts or use districts which shall be known as:

Residence Districts

Class A—Single Family Dwellings

Class B—Hotels, Courts, Flats and Dwellings

Class C1—Apartments and other kinds of Dwellings

Class C2—Same as Class C1 until 1950, afterward Class D.

Class C3—Same as Class C1 until 1930, afterward Class D.

Business and Public Use Districts are:

Class D—Retail businesses, offices and dwellings.

Class E—Business, churches and dwellings.

Class F—Public and semi-public uses.

Class G—Religious edifices.

Class H—General business, garages and dwellings.

Class J—Wholesale and general business.

Class K—Hospitals and institutions.

The districts of said classes and of each thereof are hereby established for said property with location, extent and boundary lines thereof as may be defined and established in supplemental and additional restrictions hereinafter filed of record by Commonwealth Trust Company with said County Recorder, provided that further and/or different classes of use districts may be established and defined by Commonwealth Trust Company in said supplemental and additional restrictions. Any reference to said property or any part thereof in any declaration of restrictions or to deeds, contracts of sale or leases which shall classify any portion of said property as being within any district or any class of use district of said property, unless referring specifically to some other declaration, shall be construed as referring to the district of the class defined in this declaration or amendment thereof.

No building or premises or any portion of said property shall be used or structure erected to be used for any purpose other than a use permitted in the district of the class in which such building or premises or property is located.

Section 3. In Residence District of Class A no buildings, structures, or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of one detached single family dwelling on any lot or lots.

REQUIREMENTS
OF CLASS A
SINGLE FAMILY
DWELLINGS

manufacture or storage; petroleum refining or storage; planing mill; ice wash and clean factory; pickling, sterilization, sausage or sausage canning factory; powder factory; printing ink manufacture; railroad freight yard; team track; freight depot or shed; shops or repair buildings; automobile skin stock room; cutting or trimming; repair shop for motor vehicles; riding academy; rolling mill; scrap iron works or storage; roller or ice skating rink; rubber manufacture from crude materials; rack, wood or gravel grading, dirt loading or unloading station; saw mill; public school; live house; shoe and boot works; silk or cotton mill; shoddy manufacture or wool scouring; slaughtering of animals or fowls; smoking; soap manufacture; stable for more than one animal; starch, glucose or dextrine manufacture; stone or monument works; stone crusher or quarry; crushed stone yard or bunker; stoneware or earthenware factory; saddle factory; stock yard; storage wood house; warehouse for storage of household goods; sugar refining; sulphuric, sulphuric, nitric or hydrochloric acid manufacture; tallow, grease or lard manufacturing or refining; tannery; tin distillation or manufacture; toy making; or for water-proofing; undertaker's theatre; undertaking parlor; veterinary hospital; wholesale business; wood shanty; wood yard or any plant, works or factory where power is used to operate any such plant, works or factory, except that this shall not prohibit any machine operated by two horsepower or less, and except as provided in paragraph (1) of this section.

(2) In Any Business or Public Use District of Class D, no building or premises shall be erected, constructed, altered or maintained which shall be used for any kind of manufacturing except that any kind of manufacturing of products or food products, not included within the prohibition of paragraph (1) of this section, may be erected and provided not more than twenty-five per cent of any use space of the ground floor space or of the total floor space of the building is so used for parking of a newspaper or a printing shop shall not be deemed manufacturing.

THESE ARE
PUBLIC USE
DISTRICTS OF
CLASS E
BUSINESS
DISTRICTS
AND DISTRICTS

Section 10. In Business and Public Use Districts of Class E, no building, structure or premises shall be erected, constructed or maintained, which shall be used or designed or intended to be used for any purpose other than those specified in

Business or Public Use Districts of Class D, or a theatre, moving picture theatre or dance hall.

Section 10. In Business and Public Use Districts of Class E, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a public or private school, playground, park, aeroplane or glider landing field or accessory aerodrome or repair shop, public art gallery, museum, library, firehouse, nursery, or greenhouse or other public or semi-public building, or a single family dwelling.

Section 11. In Business and Public Use Districts of Class G, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that of a church, or religious edifice, parish house, or a single family dwelling.

Section 12. In Business and Public Use Districts of Class H, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that permitted in Residential Districts of Classes A, B, or C-1, or in Business and Public Use Districts of Classes D, E, F and G herein, and that of an undertaking parlor, garage for more than six motor vehicles, automobile repair shop, gasoline or oil supply station, dyeing or dry cleaning establishment or plumbing shop.

Section 13. In Business and Public Use Districts of Class J, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of business permitted in Business and Public Use Districts of Class D herein and that of a blacksmith shop; building material yard, coal and coal yard; creamery; feed or feed business; household furniture warehouse; lumber yard; milk bottling or fat bottling station; railroad freight depot, yard, team track or freight shed; riding academy; roller or ice skating rink; stable for more than one horse; warehouse for any business permitted in Class J Districts; whole sale business or wood yard provided that the approval of the Home Association thereto and the issuance by it of a temporary

RESIDENTIAL
DISTRICTS OF
CLASS F
PLAYGROUND
DISTRICTS
CLASS

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS G
RELIGIOUS
DISTRICTS

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS H
GRANARY
BUSINESS,
GASOLINE AND
OVERLAP

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS J
WHOLESALE AND
MATERIAL
BUSINESS

any, responsible permit therefor, may permit temporary slating mills; and provided further that in Business and Public Use Districts of Class J no building or structure or any part thereof shall be damaged, erected, altered or maintained for any single or multiple dwelling, sleeping or human habitation purposes except that in connection with any construction or business building one single family dwelling quarters for one waterman employed on said building may be used by him and his family only.

Business and
Public Use
Districts of
Class K—
Hospitals and
Institutions

Section 14. In Business and Public Use Districts of Class K, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that of a public or private hospital, sanatorium (except an establishment for the care or cure of persons afflicted with tuberculosis or for the care, cure or restraint of the mentally impaired or of victims of drink or drugs, which are prohibited by Article I hereof), clinic, day nursery, or charitable institution or as is permitted in a Residence District of Classes A, B, or C-1.

Accessory
Buildings,
Dwellings,
Dwellings
Districts in
Dwellings Etc.

Section 15. Nothing contained herein shall prevent the usual accessories to uses which are permitted by the provisions hereof, such as the use by a physician, surgeon, dentist, or other person practicing the art of healing, artist or musician of his or her residence as an office or studio. Customary outbuildings or bridges may be located or maintained as accessory to any building lawfully within the boundaries of any district herein specified. The term accessory shall not include a business nor shall it include any building or use not on the same lot with the building or use to which it is accessory. A private garage for more than six motor vehicles shall not be deemed accessory in a Use District of Classes A, B, C-1, C-2, C-3, F, G, or K, except with the approval of the Home Association.

Accessory
Buildings
Districts

Section 16. (a) Accessory buildings shall include and permit the building of a private garage for each existing single family dwelling, and for each apartment of any multiple dwelling on the same lot for the sole use of the occupants thereof, provided for the same yard and street requirements thereof are not thereby diminished. (As amended by Amendment No. 3.)

(b) Except as otherwise provided in Section 16(a) and (c) applicable thereto filed

of record with said County Recorder by Commonwealth Trust Company, accessory buildings in Residence Districts of Classes A, B, C-1, C-2, C-3, F, G and K, shall conform to the following regulations as to their location upon the lot, provided, however, that where the slope of the lot is greater than one foot rise in six feet of run, a private garage may, with the approval of the Home Association, be built nearer to the street.

1. In the case of an interior lot fronting upon only one street, no accessory building shall be erected or altered so as to encroach upon that half of the lot depth nearest the street.

2. In the case of an interior lot fronting upon two or more streets, no accessory building shall be erected or altered so as to encroach upon either fourth of the lot depth nearest such streets.

3. In the case of a corner lot fronting upon two streets, no accessory building shall be erected or altered so as to encroach upon the area between such respective streets and lines drawn parallel to such streets respectively in a manner to divide the lot into two equal areas.

4. In the case of a corner lot fronting upon three or more streets, no accessory building shall be erected or altered so as to encroach upon any fourth of the lot depth nearest such streets.

5. No accessory building shall be located within ten feet of its rear or side lot line when such line forms part of the front half of the side line of an adjacent interior lot, or the front quarter of an adjacent lot whether the lot be an interior or corner lot.

6. Notwithstanding any requirement in this section, the foregoing rules shall not prohibit an accessory building when permitted by this declaration seventy-five (75) feet or more from the street fronting the block.

7. The limitations imposed by this section upon the location of an accessory building shall be waived when the accessory building is incorporated as an integral part of, and enclosed by the same enclosing walls as the building to which it is accessory.

(c) No garage for more than six motor vehicles or theater or dance hall shall be established in any Use District as to have a spot garage or not for use by automobiles upon any street where 200

Residence
Districts
Classes A
Classes B
Classes C-1
Classes C-2
Classes C-3
Classes F
Classes G
Classes K

lowing area requirements are hereby established.

No building or part of a building shall be created except in conformity with the area regulations herein prescribed for the Use District in which said building is located. Unless otherwise expressly provided the terms "rear yard," "side yard," "outer court" or "inner court" when used herein shall be deemed to refer only to a rear yard, side yard, outer court or inner court required herein.

(1) If a lot extends through from one street to another street, public alley, walk, court or public park one-half of the narrowest street, alley, walk, court or public park on which such lot abuts may be considered as a part of the lot in computing the size of the rear yard required except that if such one-half of the narrowest street, walk, court, alley or park is greater than the rear yard required, then only as much of said street as is required for the rear yard shall be considered as a part of said yard and provided that in no event shall the open and unobstructed space at the rear of the lot be less than five feet in depth.

PERCENTAGE OF LOT OCCUPIED

Section 24. No building or structure shall be erected, constructed, altered or maintained which shall occupy either alone or with other buildings, a greater percentage of the area of the lot than as follows:

(a) In Residence Districts of Class A not more than thirty (30) per centum.

(b) In Residence Districts of Classes B, C-1, C-2, C-3, and in Business and Public Use Districts of Classes F, G and K, and for multiple dwellings in any use district, in the case of corner lots not more than seventy (70) per centum and in the case of interior lots not more than sixty (60) per centum.

The measurements shall be taken at the ground level; except that in the case of hotels the measurement may be taken at the floor level of the lowest bedroom story and in the case of other multiple dwellings where there are courts or shops on the entrance story, the measurements may be taken at the story above the top of such entrance story. No measurements of lot area shall include any portion of any street or alley. Any portion of a corner lot shall not be less than fifty (50) feet from the corner line measured along the front line of the lot, and be treated as an interior lot.

Section 25. (a) Immediately behind every dwelling erected in any Use District there shall be a rear yard extending across the entire width of the lot. Such yard shall be at every point open and unobstructed from the ground to the sky and shall be of the depth described in Section 27 hereof. Every part of such yard shall be directly accessible from every other part thereof. The depth of said yard shall be measured at right angles from the extreme rear part of the dwelling.

(1) To the middle line of the alley where an alley immediately abuts a lot and extends across its entire width;

(2) To the rear lot line, where there is no such alley;

(3) To the nearest wall of the building, where there is another building at the rear as permitted herein.

The provisions of this Section shall not apply to hotels nor to Business and Public Use Districts of Class J.

(b) In Business and Public Use Districts of Classes D, E and H the lowest level of the rear yard shall not be above the sill level of the second story windows nor in any case more than 18 feet above the curb level.

(c) In Residence Districts of Classes A, B, C-1, C-2, C-3, and in Business and Public Use Districts of Classes F, G and K the lowest level of a rear yard shall not be above the curb level, except that a private garage or other out-building not more than one story in height may be built in the open space required for the rear yard if the required rear yard area be not thereby diminished, and agree from said rear yard to rear lot line be provided and maintained open and unobstructed to the sky of a width equal to the minimum width of required rear yard, and provided further that not more than one private garage may be built on any one lot in a Residence District of Class A.

Section 26. If a room in which persons live, sleep, work or congregate receives its light and air in whole or in part directly from an open space on the same lot with the building, there shall be at least one inner court, outer court, side yard or rear yard upon which a window or ventilating skylight opens from such room. Such inner court, outer court or side yard shall be at least of the area and dimensions herein provided for an inner court in the

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the building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

(b) The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line. The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

(c) The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line. The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

(d) The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line. The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

Table with 4 columns: Building Type, Area, Volume, and Weight. Rows include various building types and their corresponding measurements.

(e) The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line. The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

(f) The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line. The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

(g) The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line. The building shall be a minimum of 10 feet from the front and side lot lines. The building shall be a minimum of 10 feet from the rear lot line.

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(c) A corner of a court or yard may be cut off between walls of the same building provided that the length of the wall of such cut-off does not exceed four feet.

(d) An offset in a court or yard may be considered as a part of such court or yard provided that it is no deeper in any part than it is wide on the open side and that such open side be in no case less than six feet wide.

Interpretation

Section 30. In interpreting and applying the provisions of this declaration they shall be held to be the minimum requirements applied for the protection of the health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not intended by this declaration to interfere with any provisions of law or ordinances or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it intended by this declaration to interfere with or abrogate or annul covenants, agreements or other agreements between parties; provided, however, that where this declaration imposes a greater restriction upon the use of buildings or premises or upon the height of buildings or requires larger yards, courts or other open spaces than are imposed or required by such rules, regulations or permits, or by such covenants, agreements or agreements, then and in that case the provisions of this declaration shall control.

Alterations and Changes in Occupancy

Section 31. No building or structure erected, constructed, or premises used on any part of said property shall at any time be altered so as to be in violation of this declaration.

Removal of Structures

Section 32. No building permit shall be issued by the Building Commissioner of the Home Association for the erection or alteration of any building or structure contrary to the provisions of this declaration.

Notice of Completion of Construction of Building

Section 33. No owner or lessee of any part of said property shall use or permit the use of any building or premises or part thereof erected, altered, changed, or converted wholly or partly in its use or structure until a certificate of completion and compliance, or he shall that the building or premises or the part thereof so erected, erected, changed or converted and the proposed use thereof conform to the provisions of this declaration, shall have been issued by the Home Association.

Section 34. (a) To preserve the attractiveness of the said property and to prevent the erection, alteration or maintenance of buildings of undesirable and injurious design that would depreciate their neighbors there are hereby established and defined for said property certain districts combining the actual architectural forms as follows:

General Requirements as to Architecture

Type I Architecture District, Type II Architecture District and Type III Architecture District, as herein further defined and limited, with location, extent and boundaries thereof as may be defined and established in supplemental declarations of restrictions hereafter filed by Lamson-Wealth Trust Company of record with said County Recorder, provided that future classes of architecture districts may be established and defined in such declarations. No building or structure shall be erected, constructed, altered or maintained on said property or any part thereof, except in conformity with the regulations herein provided for the Type of Architecture District in which said building or structure is located, and except as provided in Article III of this declaration.

(b) A design must be reasonably good of its kind in order to be approved by the Art Jury. A poorly designed example of any sort of architecture, regardless of its nominal "style," or of its cost, shall be disapproved.

(c) Materials, color and forms must be used honestly, actually expressing what they are, and not imitating other materials (such as tin, tile, wood and sheet metal, shinning stone, etc.), as for instance, wood being treated honestly as wood and not in imitation of stone, wherever it is used. In this city country, taste will be much more from above, and their form and color are important to the success and attractiveness of the property. The design of the building must be of such a kind or type as will, in the opinion of the Art Jury, be reasonably appropriate to its site and harmonize with its surroundings, including the architectural character of neighboring improvements for which designs have previously been approved. The word "type" is used rather than "style" because of groups in reputation "archaeological" or "period" styles shall be discouraged.

Section 35. In Type I Architecture Districts buildings or structures shall conform to the following general requirements and

for the Architecture Districts

constructed, altered or maintained on said property except in conformity with said approved design and under scheme or such changes therein as may be approved by the Art Jury. (Added by Amendment No. 3.)

ARTICLE V OTHER RESTRICTIONS

CRUELTY TO ANIMALS
Section 1. Cattle, hogs, or other animals, rabbits or poultry may be kept on any part of said property unless written permission be obtained from the Homes Association, which permission shall be granted and shall be revocable at the pleasure of said Association, under and under regulations.

CONSTRUCTION
Section 2. No building, any part of which is for dwelling purposes, shall be in any manner stopped while in the course of original construction or until made to comply with all requirements as to cost and with all other conditions set forth or referred to herein or in any further restrictions established and applicable thereto. The work of construction of any building on said property shall be prosecuted diligently and continuously from the time of commencement until the same shall be fully completed. Every building, fence, wall or other structure placed on any part new material only and not from old or second hand material, and no building constructed elsewhere shall be moved to or constructed on said property, except with the approval of the Homes Association and the Art Jury.

LOT OR LOT OF LAND
Section 3. An ownership of single lot building comprising parts or portions of two or more adjoining lots, or any of one lot or parts of one or more lots adjacent thereto or other consolidation approved as herein provided, the total average width of which is not less than forty (40) feet shall be deemed to be a single lot or building site for the purposes hereto.

LOT OR LOT OF LAND
Section 4. The cost or value of the first building to be erected on any lot, including a reasonable fee of architect and reasonable profit for builder, shall be not less than the amount specified for that lot in any subsequent restrictions affecting the same and paid upon some one of any future lots to be taken on the same which will build the

same amount of building as in the judgment of the Board of Directors of the Homes Association was possible to be built for the sum named on July 1, 1973. Nothing in this clause is intended to prevent the building of private garages or other approved accessory buildings, after or at the same time with the construction of the main building.

SECTION 5. COMMONWEALTH TRUST COMPANY
Section 5. Commonwealth Trust Company reserves the right to make such cuts and fills as are necessary to grade the streets or private ways, whether dedicated or not dedicated, within the boundaries thereof, in accordance with such grades as it may establish, including the right so far as is reasonable and proper for the necessary support and protection of streets so graded, to slope upon abutting lots, and may assign said rights or any of them to Pales Verdes Homes Association. (As amended by Amendment No. 3.)

SECTION 6. DAMAGES TO PROPERTY
Section 6. If in the opinion of the Homes Association any public improvement, planting, tree or utility of any character shall be damaged by the negligence or carelessness of any property owner or of any person working by or through any property owner, then the Homes Association shall have the right to repair such damage, and/or to require such planting and/or tree, to pay for same out of the general fund and to assess the cost thereof against the property of such owner; and it is hereby expressly stipulated that such expense shall constitute a lien against such property, and such lien is hereby reserved and established and shall be enforceable by the Homes Association in its own name or in the name of any property owner in said property in any court having competent jurisdiction. When paid by the property owner against whom the same has been assessed, the amount of said expense shall be returned to the general fund of the Homes Association.

SECTION 7. TREES AND PLANTING
Section 7. No tree over twenty feet in height above the ground shall be removed, cut back, removed or killed except with the approval of the Homes Association, and representatives of the Homes Association and/or of the Art Jury shall have the right at any time to enter on or upon any property for the purpose of cutting back trees or other planting, which may grow up to a greater height than in the opinion

SECTION 8. DAMAGES TO PROPERTY

OWNER LIABLE FOR DAMAGES TO STRUCTURES

TREES AND PLANTING

shown as to their freedom from insect pests and plant diseases. The right is specifically reserved to said Park Department to enter upon any part of said property and inspect all plants and seeds thereon at any time, and if after due notice from said Park Department of the existence on any part of said property of infectious plant diseases or insect pests the owner thereof fails or neglects to take such measures for the eradication or control of the same as said Park Department deems necessary for the protection of the community, to enter thereon and at the expense of the owner thereof to destroy or remove infected or diseased plants and/or spray the same and/or take such other measures as may be necessary in the opinion of said Park Department to protect the same and/or take such other measures as may be necessary in the opinion of said Park Department to protect the community from the spread of such infection. (Added by Amendment No. 1.)

ARTICLE VI

DURATION, ENFORCEMENT, AGREEMENTS

THREAT OR OF RESTRICTIONS

Section 1. All of the restrictions, conditions, covenants, liens and 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 Sections 2 and 3 of Article VI 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 periods of twenty years each without limitation unless within the six months prior to January 1, 1960, or within the six months prior to the expiration of any successive twenty year period thereafter a written agreement executed by the then record owners of more than one-half in area of said property, exclusive of streets, parks, and open spaces, or placed on record in the office of the County Recorder of Los Angeles County for the terms of which agreement any of said conditions, restrictions, covenants, liens or charges are changed, modified or established in whole or in part as to all or any part of the property separately subject covered by the agreement and to the extent herein provided. In the event that any such written agreement of change or modification be

duly executed and recorded, the original conditions, restrictions, covenants, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

Section 2. Amendment, change, modification, or termination of any of the conditions, restrictions, reservations, covenants, liens or charges set forth and established in Articles I, II, III and VI hereof (except the maintenance and improvement charges as provided in Section 3 of Article II hereof) may be made by Commonwealth Trust Company or its successors in interest, or the owner of the reversionary rights herein provided for, by written written agreement with the then owners of record (including the mortgagees under a recorded mortgage and the trustee under a recorded deed of trust) of not less than ninety (90) per cent in area of said property and with not less than ninety (90) per cent of all of the then owners of record title of said property and with the Homes Association, duly executed and placed of record in the office of the County Recorder of Los Angeles County, California.

Modification
of Deed
Restrictions

Section 3. Any of the conditions, restrictions, covenants, reservations, liens or charges set forth in Articles IV and V hereof or hereafter established in any declaration of additional restrictions or deed, contract of sale or lease legally filed of record unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed of record: (1) As to any property then owned by Commonwealth Trust Company, by Palms Verdes Homes Association and Commonwealth Trust Company; (2) as to any other property, by Palms Verdes Homes Association, the owner or owners of record of two-thirds in area of such property and Commonwealth Trust Company or its successors in interest as owner of the reversionary right, having provided, however, that in either case no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all land held in private ownership within the bounded lot or lots directly affected by the proposed change, which a change or modification is sought, to be made, and provided to them that this shall

Modification
of Deed
Restrictions

forth or by reference thereto, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of the Homes Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to Commonwealth Trust Company or its successors in interest as owner of the reversionary rights therein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and, as to each lot owner in the said property, the said restrictions, conditions, and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by the Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and in value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions, and covenants, whether obtained by fore-closure or at trustee's sale or otherwise.

VIOLATION OF CONDITIONS

Section 7. The violation of any of the restrictions or conditions or breach of any of the covenants hereby established shall also give to Commonwealth Trust Company or its successors in interest and/or to Palos Verdes Homes Association the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Commonwealth Trust Company or its successors in interest or Palos Verdes Homes Association shall thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Section 8. Every act or omission, whether by any restriction, condition or covenant in the declaration set forth, is violative in whole or in part, is declared to be and shall constitute a trespass, and may be sued by Commonwealth Trust Company

or its successors in interest and/or by Palos Verdes Homes Association and/or by any lot owner subject to the jurisdiction of the Homes Association; and such remedy shall be deemed cumulative and not exclusive.

Section 9. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this declaration shall be construed together, but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid, or for any reason becomes unenforceable or other restriction, condition, covenant, reservation, lien or charge or any part thereof, shall be thereby affected or impaired, and that the grantor and grantee, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid.

Section 10. Any or all of the rights and/or powers of Commonwealth Trust Company herein contained as to any of the said property may be delegated, transferred, assigned or conveyed to any person, corporation or association or to Palos Verdes Homes Association, and whenever the Commonwealth Trust Company is here-in referred to, such references shall be deemed to include its successors in interest as owner of the reversionary rights herein provided for.

Section 11. In its own name, so far as it may lawfully do so, and/or in the name of Commonwealth Trust Company or of any lot or parcel owner subject to its jurisdiction, Palos Verdes Homes Association shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created in the benefit of the said property or in any property which may thereby be expressly made subject to its jurisdiction by the owner thereof, or to which said lot or any of them, may at any time be subject. In case of uncertainty as to meaning of said provisions or of any provisions of this declaration the Homes Association shall interpret as to the provisions of Article III hereof, which shall be interpreted by the Art Jury in all cases interpret the same

CONSTRUCTION
AND VALIDITY
OF PROVISIONS

ASSIGNMENT
OF POWERS

INTERPRETATION
AND ENFORCE-
MENT BY HOMES
ASSOCIATION

ARTICLES OF INCORPORATION OF PALOS VERDES HOMES ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, a majority of whom are citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a non profit cooperative corporation, under the provisions of Title XXII of Part IV of Division First of the Civil Code, State of California, enacted March 21, 1872, as thereafter amended, and we hereby certify:

I.

The name of the corporation shall be "PALOS VERDES HOMES ASSOCIATION."

II.

The purposes for which it is formed are:

(1) To purchase, construct, improve, repair, maintain, operate, care for, own, and/or dispose of parks, parkways, playgrounds, open spaces and recreational areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, hangers and holds for aircraft, band stands, dancing pavilions, casinos, places of amusement, hospitals, museums, aquariums, community buildings, community club houses, and, in general, community facilities appropriate for the use and benefit of its members and/or for the improvement and development of the property hereinafter described.

(2) To improve, light and/or maintain streets, roads, alleys, trails, bridle paths, canals, walks, gateways, fences, and ornamental features now existing or hereafter to be erected or created, fountains, shelters, comfort stations, and/or rest-rooms and improvements ordinarily appurtenant to any of the foregoing, grass plots and other areas, trees and plantings within the lines of the streets immediately adjoining or within the property hereinafter referred to.

(3) To purchase, construct, maintain, and operate water works, pumping plants, and systems for the transportation and distribution of water and/or to purchase and distribute water for irrigation, domestic and/or other purposes in connection with the maintenance and use of property under its jurisdiction and care.

(4) To purchase, construct, improve, and/or maintain sewer systems, storm water sewers, ditches, and other utilities in-

stalled or to be installed upon said lands in connection therewith.

(5) To care for any lots and plots in said property, remove grass, weeds, and any unsightly or obnoxious thing therefrom, and to take any action with reference to such lots and plots as may be necessary or desirable in the opinion of the Board of Directors of this corporation, to keep the property neat and in good order; and to make and collect charges therefor.

(6) To provide for the sweeping, cleaning, and sprinkling of streets, collection and disposition of street sweepings, garbage, ashes, rubbish, and the like; and to make and collect charges therefor.

(7) To provide, so far as it may be lawful so to do, for community fire and/or police protection for the protection of all or any portion of the said property and/or the owners of said property and/or residents thereon.

(8) So far as it can legally do so, to grant franchises, rights-of-way, and easements for public utility or other purposes upon, over and/or under any of said property.

(9) To acquire by gift, purchase, lease or otherwise acquire and to own, hold, enjoy, operate, maintain, and to convey, sell, lease, transfer, mortgage and otherwise encumber, dedicate for public use and/or otherwise dispose of, real and/or personal property either within or without the boundaries of said property.

(10) To acquire by purchase, gift or otherwise, and to own and/or dispose of such works of art as may be approved by the Palos Verdes Art Jury established by restrictions effective upon said property or portions thereof.

(11) To create, maintain, and operate a Department of Buildings which shall be in charge of a Building Department named by the Board of Directors of said corpora-

§ 217.

[illegible][illegible]

ward expended in or permitted by the city officers of this corporation for the general welfare of the owners of said property or residents therein, and for these purposes have authority to delegate to such agents such powers as the Public Utilities Commission may lawfully delegate, and to make provision for the use by any such agent and/or boards of such funds in the Board of Directors of the Public Utilities Commission Association here, from time to time, deemed advisable.

(15) To establish or make provisions for the establishing of such libraries, book boards, reading rooms, library schools, information board, and/or any other

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The first of these is the *Journal of the American Medical Association* (JAMA), which is the largest and most influential of the medical journals. It is published weekly and is read by a wide range of medical professionals. The second is the *New England Journal of Medicine* (NEJM), which is also published weekly and is highly respected. The third is the *Lancet*, which is published weekly and is also highly respected. The fourth is the *British Medical Journal* (BMJ), which is published weekly and is also highly respected. The fifth is the *Annals of Internal Medicine* (AIM), which is published weekly and is also highly respected. The sixth is the *Journal of the American Society of Nephrology* (JASN), which is published monthly and is also highly respected. The seventh is the *Journal of the American Society of Hypertension* (JASH), which is published monthly and is also highly respected. The eighth is the *Journal of the American Society of Endocrinology* (JASE), which is published monthly and is also highly respected. The ninth is the *Journal of the American Society of Geriatrics* (JAGS), which is published monthly and is also highly respected. The tenth is the *Journal of the American Society of Geriatric Medicine* (JAGM), which is published monthly and is also highly respected.

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1987. The first of these is the fact that the
 number of people who are employed in the
 service sector of the economy has increased
 from 1970 to 1980. This is a result of the
 fact that the service sector has become
 more important in the economy. The second
 fact is that the number of people who are
 employed in the manufacturing sector has
 decreased. This is a result of the fact that
 the manufacturing sector has become less
 important in the economy. The third fact
 is that the number of people who are
 employed in the agricultural sector has
 decreased. This is a result of the fact that
 the agricultural sector has become less
 important in the economy.

as may be in effect upon any of said property.

(18) To receive, file, and preserve such reports as may, from time to time, be made to it; and to publish and distribute bulletins and reports.

(19) To approve and/or disapprove, as provided by restrictions, conditions, and covenants affecting said property, plans and specifications for and/or location of fences, walls, poles and structures to be erected or maintained upon said property or any portion thereof, and to approve or disapprove the kind, shape, height, and material for same and/or the block plan indicating the location of such structures on their respective building lots and each parking place as may be required, and to issue or refuse to issue permits for the same, to pay any and all expenses and charges in connection with the performance of any of said powers or the carrying out of any of said purposes, to supervise construction of any buildings or structures to the extent deemed necessary by the Board of Directors, and to establish rules therefor.

(20) To approve or disapprove of subdivisions or resubdivisions of any of said property from time to time to the extent and in the manner that it may exercise such approval or disapproval as provided in restrictions, conditions, and covenants affecting said property.

(21) To regulate and/or prohibit the erection, posting, pasting or displaying upon any of said property of billboards and/or signs of all kinds and character, and to remove and/or destroy all signs placed, erected or maintained upon said property without the authority of this corporation and/or the Palms Verde Art Jury as provided in such restrictions, conditions, and covenants, as may affect the said property or any portion thereof.

(22) To fix, establish, levy, and collect annually such charges and/or assessments upon each and every lot or parcel of said property which may be subject to use in accordance with the restrictions, conditions, and covenants affecting said property, provided, that the amount of such annual charges or assessments shall be determined as provided in said restrictions, conditions, and covenants by the Board of Directors of this corporation.

(23) To expend the monies collected by this corporation from assessments and charges and other sums received for the payment and discharge of costs, expenses, and obligations incurred by said corporation in carrying out any or all of the purposes for which this corporation is formed.

(24) Generally, to do any and all lawful things which may be advisable, proper, authorized, and/or permitted to be done by Palms Verde Home Association under or by virtue of any restrictions, conditions, and/or covenants or laws affecting said property or any portion thereof (including areas now or hereafter dedicated to public use) and to do and perform any and all acts which may be either necessary for, or incidental to the exercise of any of the foregoing powers or for the peace, health, comfort, safety, and/or general welfare of owners of said property, or portions thereof, or residents thereof. In exercising any of said powers, the Board of Directors may, so far as may legally be done, follow the same procedure as followed by Boards of Trustees of cities of the 5th Class of the State of California, so far as same are not in conflict with any of the provisions contained in restrictions, conditions, and covenants affecting said property, and provided that such method of procedure may be discontinued at any time as to said property or any portion thereof or as to any portion of said property which is or shall be annexed to or become a part of an incorporated city.

(25) To borrow money and mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to do any and all things that a corporation organized under the said laws of the State of California may lawfully do when operating for the benefit of its members or the property of its members, and without profit to said corporation.

All of the foregoing purposes and powers are to be carried into effect and exercised for the purpose of doing, saving, and applying the things above set forth for the benefit of their estate's interest in area and for the people residing therein, situate in the County of Los Angeles, State of California, being a portion of Lot "A" of the Rancho Los Palos Verdes as set forth and described in that certain deed dated March 1, 1923, executed by Jay Lawler, et al.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of May, 1923.

JAMES F. Dawson	(SEAL)
JOHN C. LAW	(SEAL)
JAY LAWYER	(SEAL)
J. H. COVERLEY	(SEAL)
M. V. BULL	(SEAL)

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 16th day of May, A. D. 1923, before me NELLIE GRACE FRANK, a Notary Public in and for the County of Los Angeles, State of California, personally appeared James F. Dawson, John C. Law, Jay Lawyer, J. H. Coverley and M. V. Bull, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

NELLIE GRACE FRANK,
Notary Public in and for the
County of Los Angeles,
State of California

(Notarial Seal)

COPIES
ENDORSED
FILED

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF CALIFORNIA
May 24, 1923

FRANK C. JORDAN, Secretary of State,
By FRANK H. GORY, Deputy.

STATE OF CALIFORNIA
DEPARTMENT OF STATE

I, FRANK C. JORDAN, Secretary of State of the State of California, do hereby certify that I have carefully compared the annexed copy of Articles of Incorporation of

"PALMS VERDES HOMES ASSOCIATION"

with the original now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in full form and by the proper officers.

In Witness Whereof, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto this 25th day of May, A. D. 1923.

FRANK C. JORDAN,
Secretary of State

FILED AT STATE OF 1923
STATE OF CALIFORNIA

By

By proxy.

The nature of this information that we all need to be aware of is that we are all in this together. The fact that this information is being shared with you is the first step in the process of making sure that you are all in this together.

[illegible]

Q. Now, you said that the defendant was not a member of the group, is that correct?

Office of the Secretary of the
Department of the Interior

On the other hand, the fact that the majority of the respondents were male (80%) and that the majority of the respondents were from the private sector (70%) may be a limitation of the study. The study was conducted in a single institution and the results may not be generalizable to other institutions. The study was conducted in a single institution and the results may not be generalizable to other institutions.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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IDENTITY

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SLINKO

Abstracted in: 1978, Abstracts Nov. 14, 1978

PAULSON VENTURES HOMES ASSOCIATION

10

SUMMARY

Company, shall reside upon the building site described in such contract. Such holding of legal title or such residence shall be the sole qualification for membership in the corporation. Contract holders shall establish their right to membership to the satisfaction of the Secretary of this corporation.

QUALIFICATION OF MEMBERS

Section 2. The following persons shall be qualified to be and shall become members of this corporation:

(a) Persons holding legal title to or an interest in any such building site, except as provided in (b) of this paragraph and provided, further, that no person or corporation taking title heretofore as security for the payment of money or performance of other obligations shall thereby become entitled to membership.

(b) Persons holding a contract for the purchase of any building site, who shall reside upon the property described in such contract, in which case the holder of the legal title shall not be qualified for membership by virtue of holding the title to such building site.

(c) The owner or owners of land adjoining or adjacent to said property when such land shall have been placed under the jurisdiction of the Art Jury and Palms Verde Homes Association in accordance with the provisions of Section 6 of this Article.

CREATION OF MEMBERSHIP

Section 3. (a) The acceptance by a grantee of a deed conveying to him such real property as to qualify him for membership in said Association shall ipso facto constitute such grantee a member of said Association.

(b) The acceptance by a purchaser of a contract of sale covering such real property as shall qualify him for membership, together with the act of recording thereon by such purchaser, shall ipso facto constitute such purchaser a member of said Association.

(c) The authority of the Secretary certifies that a person is a member of this corporation and he shall have no degree of fault if all shall procure as to the facts stated herein.

DISQUALIFICATION OF MEMBERSHIP

Section 4. Whenever a member of said Association becomes disqualified for membership, as hereinafter provided, such person shall ipso facto cease to be a mem-

ber of said Association; if the member holds the legal title to more than one such building site, then upon the transfer of record of the legal title to all his building sites, or, if the member does not hold the legal title to any building site, then upon such member ceasing to be the holder of a contract for the purchase of any such building site or upon his ceasing to reside upon the building site described in such contract. A member holding the legal title of record to more than one building site may transfer membership with each building site transferred and retain membership for each building site not transferred. When a building site is owned of record in joint tenancy or tenancy in common, the membership as to such building site shall be joint and the rights of such membership shall be exercised only by the joint action of all owners of such building site.

Section 5. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the corporation, except to pay annually the maintenance charge or assessment, which is or may be made a lien on the respective properties of the members, and such other liens, fees and charges as are set forth, authorized or permitted in the Declaration of Establishment of restrictions and conditions of Commonwealth Trust Company, dated June 26th, 1923, and recorded on July 5th, 1923, in the office of the County Recorder of the County of Los Angeles, State of California, in Volume 2360 of Official Records of Los Angeles County at page 231 and following pages, or any amendments thereof, or as set forth in any other Declaration of Commonwealth Trust Company, its assigns or successors in interest, applicable to said property on file or hereafter filed in the office of said County Recorder.

FEES AND OF MEMBERS

Section 6. If at any time the owner or owners of land adjoining, adjacent or within a distance deemed reasonable by the directors hereof of any portion of said property shall agree with the directors hereof to hold, sell and convey said land subject to conditions, restrictions, covenants, reservations, liens or charges set forth in a declaration of restrictions by such owner or owners approved by the Board of Directors of this corporation and the Art Jury, and such agreement and declaration are

AGREEMENT AND OF MEMBERS

2000

| 56 |

Section 1. This Decree shall be the
order of the Council of the American West
and shall be signed by the President of
the Council and the Secretary of the
Council. The Decree shall be signed
by the President of the Council and the
Secretary of the Council. The Decree
shall be signed by the President of the
Council and the Secretary of the Council.

JUL 1967

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III. ANALYSIS

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(a) Except as provided in (d) of this section, the number of the members of the corporation shall be at least one and not more than 100.

On 11-11-61, the following information was received from the Bureau of the Federal Bureau of Investigation, Washington, D.C.:

ARTICLE
DECEMBER 2011

Section 7. No member of the corporation shall have any right of property in any of the real or personal property of the corporation and control of this corporation, except those persons who are members of this corporation at the time of its dissolution, and the right shall be the same as if the law then in force and effect had been such an interest in all the property owned by this corporation as is now owned by the State of New York, as determined by the ratio of the number of votes which said corporation is entitled to elect members of either House of the Legislature, as compared with the number of votes which the State of New York is entitled to elect members of either House of the Legislature.

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2000年12月
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of each year. The Board of Directors may, at the advice of the auditor and architect, or its own architect, subject to review by the voters, any member of the Board of Directors who shall have been convicted of a crime which in which shall be by order of the Board.

Members. Section 2. Members in the Board of Directors shall be filled by the remaining Directors when assembled as a Board and such appointment shall hold office until the next Annual or Special Meeting of the members thereafter at which time an election for the unexpired portion of the term shall be held.

Exercise of Powers. Section 3. The Directors shall have power:

(a) To call special meetings of the members whenever they deem it necessary, and they shall call a meeting at any time upon the written request of members holding the legal title of record of 30% in number of all said building sites.

(b) To select from their own number a president and vice president and to appoint and remove a secretary, building commissioner, manager, and as herein further provided one or more members of the Advisory, but no director shall serve as any of such officers; and subject to the further provisions hereof, to adopt appropriate resolutions prescribing their duties, fixing their compensation and requiring from them security for faithful service.

(c) Except as otherwise herein provided, to conduct, manage, and control the affairs and business of this corporation and to make regulations and rulings not in conflict with the laws of the State of California, or of the By-Laws of this corporation for the guidance of the officers and management thereof, provided that not less than one-fourth of the receipts of the total annual maintenance charge or assessment, mentioned in Article I herein, shall be appropriated and set aside for the sole use and support of the Park and Recreation Board as hereinafter provided.

(d) To determine its own rules of procedure, punish Directors for misconduct and compel attendance of members.

(e) To determine how and where and under the maintenance charge or assessment mentioned in Article I herein, and such other charges or fees as it may have power to impose and to fix the

rate per annum of such maintenance charge or assessment but never to exceed for any one year the total annual tax rate established for all purposes for the then current fiscal year by the City Council of the City of Los Angeles.

(f) To make all needed order and regulations for the conduct of elections, for the prevention of fraud in elections and for the security of the funds in case of doubt or fraud.

Section 4. It shall be the duty of the Directors:

Director
Officers

(a) To cause to be kept a complete record of all their minutes and acts, and of the proceedings of the members, and present a full statement at the regular annual meeting of the members, showing in detail the assets and liabilities of the corporation, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the members when required by persons holding or claiming the legal title to at least one-half of the said building sites.

(b) Except as otherwise provided herein, to supervise all officers and see that their duties are properly performed, and cause certificates of membership to be issued to the members of the corporation.

(c) To hold, after due notice, such public hearings as may be necessary or advisable for the modification, amendment, or approval of any restrictions, conditions, covenants, reservations, liens or charges applicable to any property subject to the jurisdiction of this corporation, or applying for acceptance thereof.

ARTICLE V

MEETINGS

Section 1. The annual meeting of the members shall be held in the City of Los Angeles, County of Los Angeles, on the second Tuesday in January of each year, and shall be called by a notice in writing mailed to each member at his last known place of residence or business, or directed to each member at Los Angeles; such notice to be deposited in the United States post office at Los Angeles at least ten days preceding the date of meeting, and postage thereon must be prepaid.

Members of
Members

Special meetings of the members shall be called in like manner after five days notice.

or other description sufficient to identify the place. Such signatures need not all be on one paper, but the circulator of every such paper shall make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. All such papers shall be filed as one instrument, with the undersignments thereof of the names and addresses of three persons designated as filing the same.

EXAMINATION AND AFFIDAVIT OF MEMBERS PETITIONERS Section 2. Within ten days after the filing of the petition the secretary shall ascertain whether or not the petition is signed by the requisite number of members and shall attach thereto his certificate showing the result of such examination. If his certificate shows the petition to be insufficient, he shall forthwith so notify in writing one or more of the persons designated on the petition as filing the same, and the petition may be amended at any time within ten days after the giving of said notice, by the filing of a supplementary petition upon additional petition papers, issued, signed and filed as provided herein for the original petition. The secretary shall, within ten days after such amendment, make like examination of the amended petition, and attach thereto his certificate of the result. If then found to be insufficient, or if no amendment was made he shall file the petition in his office and shall notify each of the persons designated thereon as filing it of that fact. The final finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

CALLING OF MEETING Section 3. If the petition or amended petition shall be certified by the secretary to be sufficient he shall submit the same with his certificate to the Board of Directors at its next meeting and shall notify the director or directors whose removal is sought by such action. The Board of Directors, if all directors, within ten days of the receipt of the secretary's certificate, and a quorum members, meeting for the purpose of a recall election to be held not less than thirty nor more than forty-five days thereafter. Provided that if at any time a quorum meeting is in session within sixty days after the receipt of said certificate, the Board of Directors may in its discretion provide for the holding of the recall election on the date of such annual meeting.

Section 4. Unless the director or directors whose removal is sought shall have resigned within ten days after the receipt by the Board of Directors of the secretary's certificate the form of ballot at such election shall be as nearly as may be: "Shall A be recalled? Shall B be recalled?" etc., the name of the director or directors whose recall is sought being inserted in place of A, B, etc., and the ballot shall also contain the names of the candidates to be elected in place of the men recalled, as follows: "Candidate for the place of A, if recalled; candidate for the place of B, if recalled," etc. but the director or director whose recall is sought shall not themselves be candidates upon such ballot.

In case of those voting for or against the recall of any director the members who are holders of record title of two thirds (2/3) of all said building sites owned by members, shall vote in favor of recalling such director he shall be thereby removed, and in that event the candidate who receives the highest number of votes for his place shall be elected thereto for the balance of the unexpired term.

If the director or directors sought to be removed shall have resigned within ten days after the receipt by the Board of Directors of the secretary's certificate referred to in this section above hereof, the form of ballot at the election shall be the same, as nearly as may be, as the form in use at an annual members' meeting.

ARTICLE VIII OFFICERS

The officers shall be a President, Vice President, Secretary, Building Commissioner and Manager, which officers shall be elected by and hold office at the pleasure of the Board of Directors, except as provided herein; and a Park and Recreation Board, Planning Board, Health Board, and Art Jury as provided in these By-laws.

ARTICLE IX

PRESIDENT AND VICE PRESIDENT

The Board of Directors shall at their first regular meeting elect one of their number to act as President and another to act as Vice President, to serve for one year and until their successors are elected; and, if at any time the President shall be unable to act, the Vice-President, shall take his place and perform his duties; and, if

[illegible]

Իրականում, որպեսզի մեծ աշխարհում հաջողությամբ կարողանանք գործունեություն ծավալել, մենք պետք է լինենք ինտելեկտուալ և արտադրողական, ինչպես նաև՝ արտադրողական և ինտելեկտուալ։ Ինտելեկտուալ և արտադրողականությունը մեր հայրենիքի և մեր ապագայի համապատասխանությունն է։

Section 2. The Board of Directors shall have the duty to provide for the safety of building occupants by establishing and enforcing rules and regulations and for the granting of building permits and Certificates of Completion and Compliance by the Building Commission and Commission for the Building Department. The Board shall also have the duty to provide for the safety of building occupants by establishing and enforcing rules and regulations and for the granting of building permits and Certificates of Completion and Compliance by the Building Commission and Commission for the Building Department. The Board shall also have the duty to provide for the safety of building occupants by establishing and enforcing rules and regulations and for the granting of building permits and Certificates of Completion and Compliance by the Building Commission and Commission for the Building Department.

X INDEX

STUDY

The following is a list of the names of the persons who have been elected to the office of Justice of the Peace for the year 1900:

structure, replacement, work of art, etc., shall secure a building permit and a Certificate of Compliance and approval of the Building Commission and/or the Art Jury, in the same manner as required of any private owner subject to the jurisdiction of the Home Association and the Art Jury.

Section 5. No building permit shall be issued by the Building Commissioner for any building or structure or any part thereof unless and until it conforms to all the then requirements of ordinances of the County of Los Angeles, California, applicable thereto, and to the California State Housing Act, State Tenement House Act, State Hotel and Lodging House Act, State Dwelling House Act, and all other State Acts and requirements as to housing and sanitation applicable to incorporated cities, and local laws and amendments thereto shall have the same force and effect as if property were all within an incorporated city of the State of California, except such modifications and variations thereto as may be adopted by regulation by the Board of Directors. (As amended Nov. 14, 1923.)

ARTICLE XII

THE MANAGER

Section 1. The Manager shall be the chief executive officer of the corporation. He shall be chosen by the Board of Directors solely on the basis of his executive and administrative qualifications. The choice shall not be limited to inhabitants of the said property. The Manager shall be appointed for an indefinite period. He shall be removable by the Board of Directors, if removed at any time after six months he may demand written charges and a public hearing on the same before the Board of Directors prior to the date on which his final removal shall take effect, but during such hearing the Board of Directors may suspend him from office. During the absence or disability of the Manager the Board of Directors shall designate some properly qualified person to perform the duties of his office.

Section 2. The Manager shall be responsible to the Board of Directors for the proper administration of all affairs of the corporation, and so that and he'll incur all expenditures except as otherwise provided in these By-laws. Except when the Board

of Directors is considering his removal, he shall be entitled to be present at all meetings of the Board of Directors and of its committees and to take part in their discussions.

Section 3. The Manager shall prepare Annual and submit to the Board of Directors the Budget, annual budget after receiving estimates made by the heads of the departments.

ARTICLE XIII

ADMINISTRATIVE DEPARTMENTS

Section 1. There shall be administrative departments as follows:

Law, works and utilities, safety and welfare, library, and finance, and a Park and Recreation Board, Planning Board, Health Board, and Art Jury, the functions of which shall be prescribed by the Board of Directors except as otherwise provided herein. The Board of Directors shall fix all salaries, which in the classified service shall be uniform for each grade, as established by the Service Commission, and the Board of Directors may, by a four-fifths vote, create new departments, combine or abolish existing departments or establish temporary departments for special work, except the Art Jury and the Park and Recreation Board and except as otherwise provided herein.

ADMINISTRATIVE DEPARTMENTS

Section 2. At the head of the departments of law, works and utilities, safety and welfare, library, and finance, there shall be a director. Each director shall be chosen on the basis of his general executive and administrative experience and ability and of his education, training and experience in the class of work which he is to administer. The director of the department of law shall be a lawyer; of the library, a trained librarian; of works and utilities, an experienced and qualified engineer of safety and welfare, a person who has had administrative experience; of finance, a man who has had experience in banking, or other financial matters; or in each case the person must have rendered active service in the same department in this or some other community. The manager may appoint an advisory Library Board to advise as to personnel and to advise and help the librarian in library matters, and for other advisory boards.

DIRECTORS OF DEPARTMENTS

for the use and benefit of members and/or for the improvement and development of said property, grass plots and other areas, and all trees or plantings, within the lines of streets, parkways, walks, or other easements or rights-of-way, or on school or other public grounds by arrangement with public authorities having jurisdiction there in, and except as otherwise provided herein all improvements on, on, or upon the same belonging to or under control of this corporation, and on such other grounds and thoroughfares as may upon the recommendation of the Park and Recreation Board be placed under the control and management of said Board and by and with the approval of the Board of Directors to construct, improve, adorn, regulate and maintain the same in such manner as it may deem best, and to establish a width of sidewalk on all boulevards and parkways. And the Board of Directors shall, upon the recommendation of the Park and Recreation Board, pass regulations for the control and orderly government of the same, and other lands subject to its control, and prescribe penalties for the violation thereof. No building, structure, planting or improvement of any kind shall be erected, constructed, altered or maintained in, on, or upon any land or portion of said property under the jurisdiction of the Park and Recreation Board except with the approval and authority of the Park and Recreation Board; nor shall any land or any portion of said property be acquired or leased by the Home Association, nor any property once subject to the jurisdiction of the Park and Recreation Commission be at any time sold, conveyed, mortgaged, leased, encumbered, or in any way disposed of except with the approval of the Park and Recreation Board. No building or structure for any purpose other than a park purpose shall be erected, constructed, altered or maintained upon any land subject to the jurisdiction of the Home Association, when such land has been accepted for park purposes only.

(d) To plant or replant trees, cut back, remove or replace, care for and/or maintain hedges, trees, shrubs, or flowers on vacant or unimproved lots on any other private property as far as may be permitted by the local laws applicable thereto and thereby allowed, and to remove such on a grass, weeds, or any similarly or otherwise thing therefrom.

(d) To make such agreements with county, township, state, national or other public officials, or with any corporation or individual, for and in behalf of the owners of said property and of this corporation, for a division of the work upon any property subject to the jurisdiction of the Park and Recreation Board or for the care, maintenance and improvement of the same, as will enable the Home Association to co-operate with the said officials, corporations or individuals to secure the greatest benefit to the said property or portions thereof.

(e) By and with the approval of the Board of Directors, to accept bequests and donations, and to take and hold title to real and/or personal property, and to administer and disburse and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

ARTICLE XV

PLANNING BOARD

Section 1. There shall be a Planning Board of five members consisting of the Manager, the Director of Works and Utilities, and three members of the Home Association, one of whom may also be a member of the Park and Recreation Board, named by the Manager whose term of office shall be for a period of three years; provided that the first appointed members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years and one at the end of three years from the date of their first appointment, and at the expiration of said term his successor shall be appointed by the Manager for a term of three years. Vacancies shall be filled by the Manager for the unexpired portion of the term. Said board members shall serve without compensation. They shall elect their own officers, adopt their own rules and regulations and shall meet at least once a month. Three board members, at least two of whom shall be appointed members, shall constitute a quorum for the transaction of business.

Section 2. The Planning Board shall appoint a Consultant in City Planning to advise the Board and a Secretary who shall have some knowledge of city planning. The Engineer of the Department of Works

Secretary
and Other
Members

who shall act as Chief Executive Officer under the Board, he shall be at the pleasure of the Board, and who shall in behalf of said Board and of this corporation have charge, supervision and direction of all work and of all officers and employees under said Board and may dismiss any officer or employee under him. The Health Board shall have charge and control of the administration of all health and sanitation measures within the jurisdiction of said corporation.

ARTICLE XVI

ART. XVI

Section 1. The Palos Verdes Art Jury appointed by Commonwealth Trust Company of Los Angeles, April 14, 1923, is hereby adopted, confirmed and established as the Art Jury of this corporation. The Art Jury shall have full jurisdiction over all lands and property over which Palos Verdes Homes Association has jurisdiction.

APPROVAL OF
SCENES,
SUBDIVISIONS
AND GENERAL
PLANNING

Section 2. No part of the said property and/or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association shall be subdivided, laid out or improved by street work, buildings, structures, landscaping or planting, or its physical contours cut into, altered or changed, or any premises maintained except with the approval of the Art Jury as to a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements; provided, that as to any original layout, subdivision and landscaping of the said property for Commonwealth Trust Company by Olmsted Brothers, Landscape Architects of Brookline, Massachusetts, the Art Jury shall not have any jurisdiction or power of approval other than, to make suggestions unless specifically requested to do so by Commonwealth Trust Company; and provided also that at the end of ninety days after submission by Commonwealth Trust Company to the Art Jury of a subdivision map or of any proposed declaration of conditional restrictions covering any portion of the said property, legal title to which is held by Commonwealth Trust Company, the said map or declaration shall be deemed to have been given full and final approval by the Art Jury, regardless of any action by it in the interim.

Section 3. No building, fence, wall, sidewalk, steps, awning, tent, pole, or other structure, improvement, utility, parking or planting shall be erected, constructed, altered or maintained upon, under or above any portion of said property or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association (except as provided in Section 2 hereof) unless plans and specifications therefor, including the exterior color schemes together with a block plan indicating location, shall have been submitted to, approved in writing by the Art Jury and a copy of such plans, specifications and block plans as finally approved deposited for permanent record with the Art Jury. No alteration shall be made to the exterior color or design of any structure unless written approval of such alteration shall have first been obtained from the Art Jury. No sign of any kind or for any use shall be erected, posted or displayed upon or about any property under the jurisdiction of the Art Jury without the written approval of the Art Jury.

APPROVAL
OF PLANS

Section 4. No work of art shall become the property of Palos Verdes Homes Association, or of any corporation, organization or public or semi-public body which may succeed or be substituted for any of them, whether acquired by purchase, gift or otherwise, unless such work of art or a design of the same, together with a statement showing the proposed location of such work of art, shall first have been submitted to and approved in writing by the Art Jury; nor shall any work of art until so approved be contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation grounds, school or public buildings, or other public or semi-public property over which the Art Jury has jurisdiction. The Art Jury may, when it deems proper, also require a model of the proposed work of art or a map, drawing or profile of any proposed site therefor. The term "Work of art" as used in this section shall apply to and include all paintings, murals, decorations, stained glass, statuary, bas-reliefs, tablets, sculptures, monuments, fountains, arches, entrance gateways, or other structures of a permanent character intended for ornamental or commemorative use. No work of art over which the Art Jury has jurisdiction shall be removed, relocated or in any way altered

APPROVAL OF
WORK OF ART

of Palos Verdes Homes Association, by notice thereof to him in writing. From and after said date or upon receipt of such notification or either of them, the President of Palos Verdes Homes Association shall, as the case may be, become a member ex-officio of the Art Jury, as successor to the ex-officio member named by Commonwealth Trust Company and/or shall have power, as successor to Commonwealth Trust Company to appoint members thereof, as provided in paragraph (1) of this section except as provided herein.

(5) The members of the Art Jury shall elect from their own number a President and Vice-President and shall adopt rules of procedure and prescribe regulations for submission of all matters within their jurisdiction. Four members shall constitute a quorum and shall have full power to act as the Art Jury during the period of any vacancy or vacancies in the membership thereof. The Art Jury shall designate and appoint a trust company to act as its Treasurer and to act as Trustee of all property of the Art Jury. The name of such Treasurer and of the Secretary shall be certified to Commonwealth Trust Company and to Palos Verdes Homes Association.

ART JURY PURPOSES AND FUNDS

Section 7. Any funds available therefor may be used by the Art Jury to pay its members for time in attendance at meetings, and for other expenses which in its judgment are incidental to carrying out the purpose for which it is established, to enforce its decisions and rulings and/or to promote art education and community embellishment. The Art Jury may accept bequests and donations of, and through its Trustees take and hold, title to real and/or personal property and shall have power to administer, disburse, and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established. The Art Jury may file estimates of its annual budget needs with the manager and the Board of Finance and the Board of Directors shall carefully consider the same and may appropriate such sums for the Art Jury as to them may seem advisable.

ANNUAL REPORT AND FUNDS

Section 8. The Art Jury shall, on or before the first of May of each year, make a written report to Commonwealth Trust Company and to Palos Verdes Homes Association of its general proceedings, receipts and disbursements, during the preceding

calendar year and shall also furnish on written request by Commonwealth Trust Company or the Board of Directors a similar report covering any designated period.

(2) The Secretary of the Art Jury shall keep minutes of each approval, recommendation or other official act of the Art Jury and furnish certified copies of the result thereof, on request to any person, and the Art Jury may make a reasonable charge therefor. Said records shall be open to the public. The Secretary of the Art Jury or his duly authorized agent or deputy may at any time enter, inspect, and report upon any portion of said property as to its compliance with the provisions hereof, or as to the decisions of the Art Jury, or any officer or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry, and the Art Jury may authorize the Secretary thereof to issue a certificate of completion and compliance as to any property so inspected and to make and collect a reasonable charge therefor. In the absence of such certificate and after the expiration of one year from the date of approval by the Art Jury of plans of any structure or alteration, or of any matter requiring approval, the said structure or alteration or matter requiring approval shall, in favor of purchasers and encumbrancers in good faith and for value from the owner causing such structure to be erected or alteration to be made or matter approved, be deemed to be in compliance with all the provisions hereof, unless notice to the contrary shall appear of record in the office of the County Recorder of Los Angeles County.

ARTICLE XVIII FINANCIAL PROVISIONS

Section 1. The Director of Finance shall have direct supervision over the Department of Finance and the administration of the financial affairs of the corporation, including the keeping of accounts and financial records; the levy, assessment and collection of charges or assessments, and other fees and revenues (except as otherwise provided herein); the custody and disbursement of corporate funds and moneys and the deposit of the same in such bank or banks as the Board of Directors shall designate; the control over expenditures; and such other duties as the Board of Directors may, by regulation, provide.

THE DIRECTOR OF FINANCE

CHIEF OF THE
CITY CLERK
OF MONROE

Section 7. All charges and assessments, and fees accruing to the corporation shall be collected by officers of the department of finance. All moneys received by any officer or employee of the corporation for or in connection with the business of the corporation shall be paid promptly into the corporation treasury, and shall be deposited with such responsible banking institutions as furnish such security as the Board of Directors may determine and shall agree to pay the highest rate of interest, and all such interest shall accrue to the benefit of the corporation. The Board of Directors shall provide by regulation for the prompt and regular payment and deposit of all moneys as required by this section; provided, however, that all funds received on account of the Art. Jury or Park and Recreation Board shall be kept in separate accounts subject to the respective order of said boards.

CONTRACTS
AND
IMPROVEMENTS

Section 8. No continuing contract which involves the payment of more than two years' except public utility franchises shall be made for a period of more than ten years; and no such contract shall be valid without public hearing thereon.

Any work or improvement costing more than one thousand (\$1000.00) dollars shall be executed by contract, except where a specific work or improvement is authorized by the Board of Directors based on detailed estimates submitted by the department authorized to execute such work or improvement. All contracts for more than one thousand dollars shall be awarded to the lowest responsible bidder, after public advertisement and competition as may be prescribed by regulation. But the manager shall have the power to reject all bids and to advertise again; and all advertisement shall contain a reservation of this right.

PAYMENT
OF CLAIMS

Section 9. Payments by the corporation shall be made only upon vouchers certified by the head of the appropriate department or other division of the corporation, and by means of warrants on the corporation treasury issued by the Director of Finance and countersigned by the manager. The Director of Finance shall examine all payrolls, bills and other claims and demands against the corporation and shall issue no warrants on payment unless he finds that the claim is in proper form, correctly com-

puted, and duly certified, that it is justly and legally due and payable; that an appropriation has been made therefor which has not been exhausted or that the payment has been otherwise legally authorized; and that there is money in the corporation treasury to make payment. He may require any claimant to make oath as to the validity of a claim. He may investigate any claims, and for such purpose may examine witnesses under oath; and if he finds it is fraudulent, erroneous, or otherwise invalid, shall not issue a warrant thereon.

Section 10. Upon the death, resignation, removal or expiration of the term of any officer of the corporation, other than the Director of Finance, the Director of Finance shall make an audit and investigation of the accounts of such officer, and shall report to the manager and Board of Directors.

AGENCY
ACCOUNTS

As soon as practicable after the close of each fiscal year an annual audit shall be made of all the accounts of all the corporation's officers; and upon the death, resignation, removal or expiration of the term of the Director of Finance, an audit shall be made of his accounts. Such audit shall be made under the provisions of any law for the inspection and audit of corporation accounts; and by qualified public accountants, selected by the Board of Directors, who have no personal interest, direct or indirect, in the financial affairs of the corporation or of any of its officers or employees. The Board of Directors may at any time provide for an examination or audit of the accounts of any officer or department of the corporation.

Section 11. All accounts and the records of every office and department of the corporation shall be open to the members at all reasonable times under reasonable regulations, except records and documents from which might be secured information which might defeat the lawful purpose of the office or department withholding their access to the members.

PROPERTY
ACCOUNTS

Section 12. No member of the Board of Directors nor any officer or employee of the corporation shall have a financial interest, direct or indirect, in any contract with the corporation, or in any interest maintained, directly or indirectly, in the sale to the corporation of any land, material,

NO FINANCIAL
INTEREST

In WITNESS WHEREOF, we have hereunto subscribed our names this 25th day of June, 1923.

(Signed) JAY LAWYER,
JOHN C. LOW,
JAMES FREDERICK DAWSON,
J. H. COVERLEY,
M. V. BOAZ.

CERTIFICATE TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being and constituting a majority of the Directors, and the Secretary of PAULS VERDES HOMES ASSOCIATION, a corporation under the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, in said State, do hereby certify and declare that the above and foregoing By-Laws set forth and contained on pages 1 to 22, both inclusive, of this "Book of By-Laws," were duly made and adopted as and for the By-Laws of said corporation, and do now constitute and are the By-Laws thereof.

In WITNESS WHEREOF, we have hereunto subscribed our names this 25th day of June, 1923.

(Signed) JAY LAWYER,
JOHN C. LOW,
JAMES FREDERICK DAWSON,
J. H. COVERLEY,
M. V. BOAZ.

Attest:
M. V. Boaz, Secretary.

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EXHIBIT 3

EXHIBIT 4

1. Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space. Upon obtaining any required permits and approvals from Grantor, Grantee shall be permitted to construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbecue, and/or any other "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") Section 18.32.010.D within the area described on Exhibit "C," attached hereto and by this reference made a part hereof, and shown as Area 3 on Exhibit "B." Any such structure shall comply with any and all requirements of Grantor, Grantee, and the Art Jury regarding height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this condition.

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

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

QUITCLAIM DEED

Signature of Declarant or Agent determining tax firm
Name

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

DOCUMENTARY TRANSFER TAX

APN: 7545-002-900

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2. Within six (6) months of recordation of this Deed, Grantee shall seek and obtain an after-the-fact permit pursuant to PVEMC Section 17.04.110 permitting the existing retaining walls located in the area described on Exhibit "D," attached hereto and by this reference made a part hereof, and shown as Area 1 on Exhibit "B."
3. Grantee shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to Grantor. Grantee shall be solely responsible for such maintenance.
4. This Deed shall be expressly conditioned on the reservation by Grantee to Grantor of an easement for the use, maintenance, and repair of a fire access road and associated retaining walls and improvements on the Property in the area described on Exhibit "E," attached hereto and by this reference made a part hereof, and shown as "Fire Access" on Exhibit "B."
5. This Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited.
6. All terms and conditions in this Deed shall be binding upon Grantee and their successors and assigns. The benefits and burdens described herein are intended to and shall run with the land. Every person or entity who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the conditions stated herein, whether or not any reference to this Deed is contained in the instrument by which such party acquired an interest in the Property.
7. Grantee acknowledges and agrees that Grantor would not convey the Property without the conditions being set forth herein. In the event of any violation by Grantee of said conditions, Grantor shall have the right, without posting bond or security, to enjoin such violation, to bring an action for specific performance of declaratory relief in a court of competent jurisdiction, to request that any improvements installed and/or maintained by Grantee on the Property be removed, or bring an action at law for damages. In the event a party brings an action to enforce or seek redress for breach of these conditions, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred in trial, on appeal or in petition for review, in addition to other appropriate relief.
8. No breach of the conditions stated herein shall entitle any person or entity to terminate the conditions or any of them, but such limitation shall not affect in any manner any other rights or remedies which any person or entity may have under this Deed by reason of any breach thereof.
9. Grantee, for itself, its successors and assigns, with respect to the Property, acknowledges and agrees to be bound by all of the terms and provisions of this Deed.

10. This Deed may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ of May 2012.

GRANTOR:

Dated _____

Mayor George F. Bird, Jr.

ATTEST:

By: _____

Judy Smith, City Clerk

State of California

County of _____

On _____ before me, _____, a Notary Public in and for said State, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

Agreed and accepted this ____ day of May 2012

GRANTEE:

Palos Verdes Homes Association

By: _____

Palos Verdes Homes Association

By: _____

State of California)

)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)

)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

**CITY OF PALOS VERDES ESTATES
ENVIRONMENTAL INITIAL STUDY**

#7.

Project Title: Zone Change & Miscellaneous Applications **Application#:** ZC-2/M-902 -13
Project Address: 900 Via Panorama

Project Description :

Zone Change and Miscellaneous Application for a portion of Lot A Tract 7540 (from Open Space to R-1 Single Family Residential) located at 900 Via Panorama

Legal Description: **Lot #'s:** A, portion **Block#:** N/A **Tract#:** 7540

Zoning: Current OS, Requested R-1

General Plan Designation: Open Space

Applicant's Name & Address The Via Panorama Trust, 900 Via Panorama, Palos Verdes Estates, CA 90274

Phone # 360-607-4035

Agency: Bolton Engineering

Contact person & Phone #: Dan Bolton, 310-325-5580

Other Public agencies whose approval is required: Palos Verdes Homes Association

Environmental Factors Potentially Affected:

I. Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> 1. Land Use and Planning	<input type="checkbox"/> 9. Hazards and Hazardous Materials
<input type="checkbox"/> 2. Population and Housing	<input type="checkbox"/> 10. Noise
<input type="checkbox"/> 3. Geology and Soils	<input type="checkbox"/> 11. Public Services
<input type="checkbox"/> 4. Hydrology and Water Quality	<input type="checkbox"/> 12. Utilities & Service Systems
<input type="checkbox"/> 5. Air Quality	<input type="checkbox"/> 13. Aesthetics
<input type="checkbox"/> 6. Transportation/ Traffic	<input type="checkbox"/> 14. Cultural Resources
<input type="checkbox"/> 7. Biological Resources	<input type="checkbox"/> 15. Recreation
<input type="checkbox"/> 8. Mineral Resources	<input type="checkbox"/> 16. Agricultural Resources
<input type="checkbox"/> 17. Mandatory Findings of Significance	

Based on project configuration or agency policy changes, these environmental factors will be addressed in the Supplement.

CITY OF PALOS VERDES ESTATES
ENVIRONMENTAL INITIAL STUDY

DETERMINATION: (To be completed by Lead Agency) On the basis of this initial evaluation:

- ☒ I find that the project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could not have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated". An ENVIRONMENTAL IMPACT REPORT is required but must analyze only the effects that remain to be addressed.

☐

I find that although the proposed project could have a significant effect on the environment, there WILL, NOT be a significant effect in this case because all potentially significant effect (a) have been analyzed adequately in an earlier EIR pursuant to applicable standard, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed on the proposed project.

Signature: _____

For: _____

Allan Rigg, Planning Director

Printed Name: _____

Date: _____

12/27/13
Allan Rigg

CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

#7.

Supporting Information Sources:

#1 City of Palos Verdes Estates Municipal Code

#2 City of Palos Verdes Estates General Plan

#3 City of Palos Verdes Estates Zoning Map

#4 _____

#5 _____

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
1. LAND USE AND PLANNING. Would the project:					
a). Physically divide an established community?	1,2,3				x
b). Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	2,3			x	
c). Conflict with any applicable habitat conservation plan or natural community conservation plan?					x
<p>The proposed zone change and miscellaneous application will not physically divide an established community. Any impacts related to the change of zoning will be less than significant; although the change will technically remove the Open Space designation on this land, impacts are less than significant because the site is deed-restricted in several ways that preserve the City's open space goals. Specifically, the property is subject to an open space easement and although a number of uses are typically allowed in the R-1 zone, this particular site is deed restricted to allow only a small number of accessory uses on the property which is subject to the zone change. The permitted uses include a gazebo, sports court, retaining wall, landscaping, barbecue and/or other accessory structures; however, such uses are only allowed on a small portion of the site. That area consists of previously-disturbed land which has already been the subject of considerable development and does not contain any sensitive habitat or USHA areas. There are no applicable habitat conservation plans or natural community conservation plans.</p>					
2. POPULATION AND HOUSING. Would the project:					
a). Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	2				x
b). Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	2				x

CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

Issues and Supporting Information Sources					
Sources (if applicable)	Potentially Significant Issues	Potentially Significant Mitigation Unless Incorporated	Less than Significant Impact	No Impact	
c). Displace substantial numbers of people, necessitating the construction or replacement housing elsewhere?					
	2.3			x	
The proposed zone change and miscellaneous application will not induce substantial population growth, displace any existing housing, or displace any people in a way that results in population and housing impacts.					
3. GEOLOGY AND SOILS: Would the project:					
a). Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:					
i). Rupture of a known earthquake fault, as delineated on the most recent Alquist-Peterson Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	2			x	
ii). Strong seismic ground shaking?	2			x	
iii). Seismic-related ground failure, including liquefaction?	2			x	
iv). Landslides?	2			x	
b). Result in substantial soil erosion or the loss of topsoil?	2			x	
c). Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	2			x	
d). Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	2			x	
e). Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	2			x	
Any future development that might occur as a result of the proposed entitlements would consist primarily of redevelopment of previously existing or currently existing structures and in-fill or intensifications of uses or previously graded and prepared sites. None of the components allowed by the deed would expose people or structures to potential substantial adverse effects, result in substantial soil erosion or the loss of topsoil, be located on an unstable geologic unit or on expansive soil. The soils would not be impacted in a way that affects the use of septic tanks or alternative waste water disposal systems.					

**CITY OF PALOS VERDES ESTATES
ENVIRONMENTAL INITIAL STUDY**

#7.

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
4. HYDROLOGY AND WATER QUALITY. Would the project:					
a). Violate any water quality standards or waste discharge requirements?					x
b). Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?					x
d). Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?					x
e). Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	2				x
f). Otherwise substantially degrade water quality?					x
g). Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	2				x
h). Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	2				x
i). Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?					x
j). Inundation by Seiche, tsunami, or mudflow?					x
No hydrology or water quality impacts are anticipated to occur as a result of future development on the project site, as any such development (e.g., the sports court) would consist of redevelopment of infill or intensifications of uses on previously graded and prepared sites.					
5. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:					

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Mitigation Unless Incorporated	Less than Significant Impact	No Impact
a). Conflict with or obstruct implementation of the applicable air quality plan?					X
b). Violate any air quality standard or contribute substantially to an existing or projected air quality violation?					X
c). Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?					X
d). Expose sensitive receptors to substantial pollutant concentrations?					X
e). Create objectionable odors affecting a substantial number of people?	2				X
The proposed zone change and miscellaneous application will not result in development that conflicts with or obstructs the implementation of an applicable air quality plan or in a cumulatively considerable net increase of a criteria pollutant. The site is not located near uses considered to be sensitive air quality receptors, nor will objectionable odors affect a substantial number of people as a result of this proposal.					
6. TRANSPORTATION/TRAFFIC. Would the project					
a). Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	2				X
b). Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?					X
c). Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?					X
d). Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?					X
e). Result in inadequate emergency access?	1				X
f). Result in inadequate parking capacity?	1				X

CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

**CITY OF PALOS VERDES ESTATES
ENVIRONMENTAL INITIAL STUDY**

#7.

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
g). Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	2				x
There will be no new housing units and the current site will remain as one residence. The proposed entitlements will therefore not result in transportation/traffic impacts.					
7. BIOLOGICAL RESOURCES. Would the project:					
a). Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?					x
b). Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?					x
c). Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to: marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?					x
d). Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?					x
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?					x
f) Conflict with the provisions of an adopted Habitat Conservation Plan, or other approved local, regional, or state habitat conservation plan?					x
Although the proposed entitlement includes a zone change from Open Space to R-1, the site is heavily deed-restricted and subject to an open space easement that prohibits development on the majority of the rezoned area. What little development is permitted by the deed restrictions would be situated within previously developed and/or disturbed areas and would not be accompanied by clearance of native habitats or impacts to species. No impacts to federally protected wetlands or other impacts to the site's biological resources are anticipated to occur.					
8. MINERAL RESOURCES. Would the project:					

CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a). Result in the loss of availability of a known mineral resource that would be of value to the region and the resident of the state?					X
b). Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?					X
No mineral resources shall be impacted as a result of this project.					
9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:					
a). Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?					X
b). Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?					X
c). Emit hazardous emissions or handle hazardous waste within one-quarter mile of an existing or acutely hazardous materials, substances, or proposed school?					X
d). Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?					X
e). For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?					X
f). For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?					X
g). Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?					X
h). Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?					X

**CITY OF PALOS VERDES ESTATES
ENVIRONMENTAL INITIAL STUDY**

#7.

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
No aspects of the proposed zone change and miscellaneous application involve hazardous materials; nor is the site within an airport land use plan or private airstrip. There are no applicable emergency response or evacuation plans, and no aspect of the proposal would result in impacts involving wildland fires.					
10. NOISE: Would the proposal result in:					
a). Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	2				x
b). Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	2				x
c). A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	2				x
d). A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	2				x
e). For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	2				x
f). For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	2				x
Future development on the site which is the subject of the proposed zone change is limited by deed restrictions limiting the uses mainly to accessory structures in a distinct area. None of the allowable accessory structures would result in noise impacts.					
11. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:					
a). Fire protection?	1,2				x
b). Police protection?	1,2				x
c). Schools?	1,2				x
d). Parks?	1,2,3				x
e). Other public facilities?	1,2,3				x
No public services would be impacted by the proposed zone change and miscellaneous application.					
12. UTILITIES AND SERVICE SYSTEMS. Would the project:					
a). Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?					x

ENVIRONMENTAL INITIAL STUDY					
CITY OF PALOS VERDES ESTATES					
Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
b). Require or result in the construction of new water or wastewater facilities or expansion of existing facilities; the construction of which could cause significant environmental effects? c). Require or result in the construction of new storm water drainage facilities or expansion of existing facilities; the construction of which could cause significant environmental effects? d). Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? e). Result in a determination by the wastewater treatment provider which serves or may serve the project's projected demand in addition to the provider's existing commitments? f). Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? g). Comply with federal, state, and local statutes and regulations related to solid waste?					X
No impacts to utilities and service systems will occur as a result of the proposed entitlements.					
13. AESTHETICS. Would the proposal:					
a). Have a substantial adverse effect on a scenic vista? b). Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? c). Substantially degrade the existing visual character or quality of the site and its surroundings? d). Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	2				X
While a variety of structures are generally allowed within the R-1 zone, due to the deed restrictions on the property the future development of the re-zoned site is very limited. Accessory structures are permitted only in a specified area (e.g., a gazebo, sports court, etc.) on a portion of the land that has already been previously developed with such uses. Such uses would not impact a scenic vista, damage scenic resources, substantially degrade the existing visual character of the site, or create a new source of substantial light and glare. Art fair aesthetic review of this proposal will also be required.					
14. CULTURAL RESOURCES. Would the project:					

**CITY OF PALOS VERDES ESTATES
ENVIRONMENTAL INITIAL STUDY**

#7.

Issues and Supporting Information Sources	Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a). Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?					X
b). Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?					X
c). Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					X
d). Disturb any human remains, including those interred outside of formal cemeteries?					X
e). Restrict existing religious or sacred uses within the potential impact area?					X
Future development on the site which is the subject of the proposed zone change is subject to deed restrictions limiting the allowable R 1 uses to accessory structures in a distinct area within a previously developed and/or disturbed location that is not in or near any known cultural resources.					
15. RECREATION.					
a). Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	1.2				X
b). Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?					X
No impacts to existing recreational facilities will result because of the proposed entitlements or future development on the site; although recreational facilities may be allowed in a portion of the re-zoned land, the area is previously disturbed and reconstruction of such facilities (e.g., a sports court) will not produce adverse impacts.					
16. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:					
a). Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?					X
b). Conflict with existing zoning for agricultural use, or a Williamson Act contract?					X

CITY OF PALOS VERDES ESTUARIES ENVIRONMENTAL INITIAL STUDY					
Issues and Supporting Information Sources:					
Sources (if applicable)	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	
c). Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use?					
				X	No agricultural resources are impacted by the proposed encroachments or future development on the site.
17. MANDATORY FINDINGS OF SIGNIFICANCE:					
a). Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods or California history or prehistory?					X
b). Does the project have impacts that are individually limited, but not cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects).					X
c). Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X	The proposal does not have the potential to degrade the quality of the environment, result in cumulatively considerable impacts, or cause substantial adverse effects on human beings.

900 Via Panorama

Perspective from
John and Renata Harbison
Residents of 916 Via Panorama

PVE Planning Commission
February 19, 2013

Those Who Share Our Concerns

- Letter submitted detailing our concerns and questions that we have
- Letters signed (and received by us as of 2/14/13):

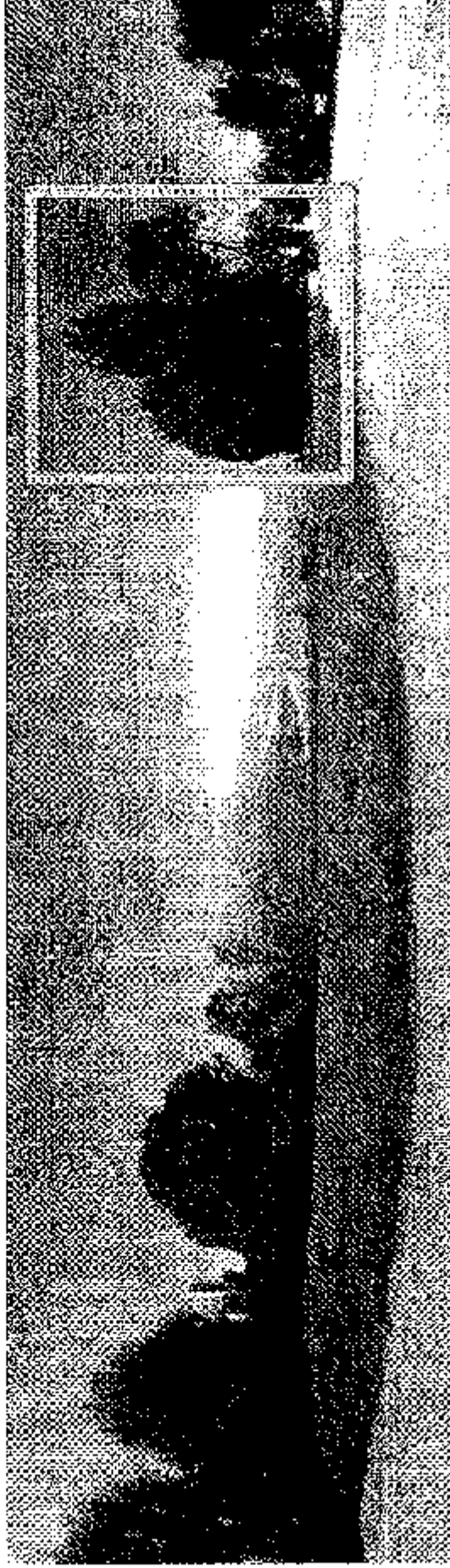
Last Name	First Name	Via Mirada	Beyond
Allen	G. Bruce		
Chang	Dorothy		
Chang	Nien Chih		
Cheveller	Marilyn		
Dotson	Linda		
Dotson	Arleigh		
Fotion*	George		
Guzzino	Maryam		
Guzzino	Kim		
Harbison	John		
Harbison	Renata		
Holmes	Carol		
Melton	Linwood		
Melton	Catherine		
Milletich	Ljepa		
Miller	Tori		
Miller	Karen		
Olsen	Willard		
Shawa	Tania		
Shawa	David		
Smoke	Margaret		
Smoke	Stephen		
Tsutsui	Peggy		
Tsutsui	Fred		
Uharriet	John		
Uharriet	June		

2/14/13

* Sent directly to City Hall

One of the Best Coastline Views from Parkland along a Road in PVE

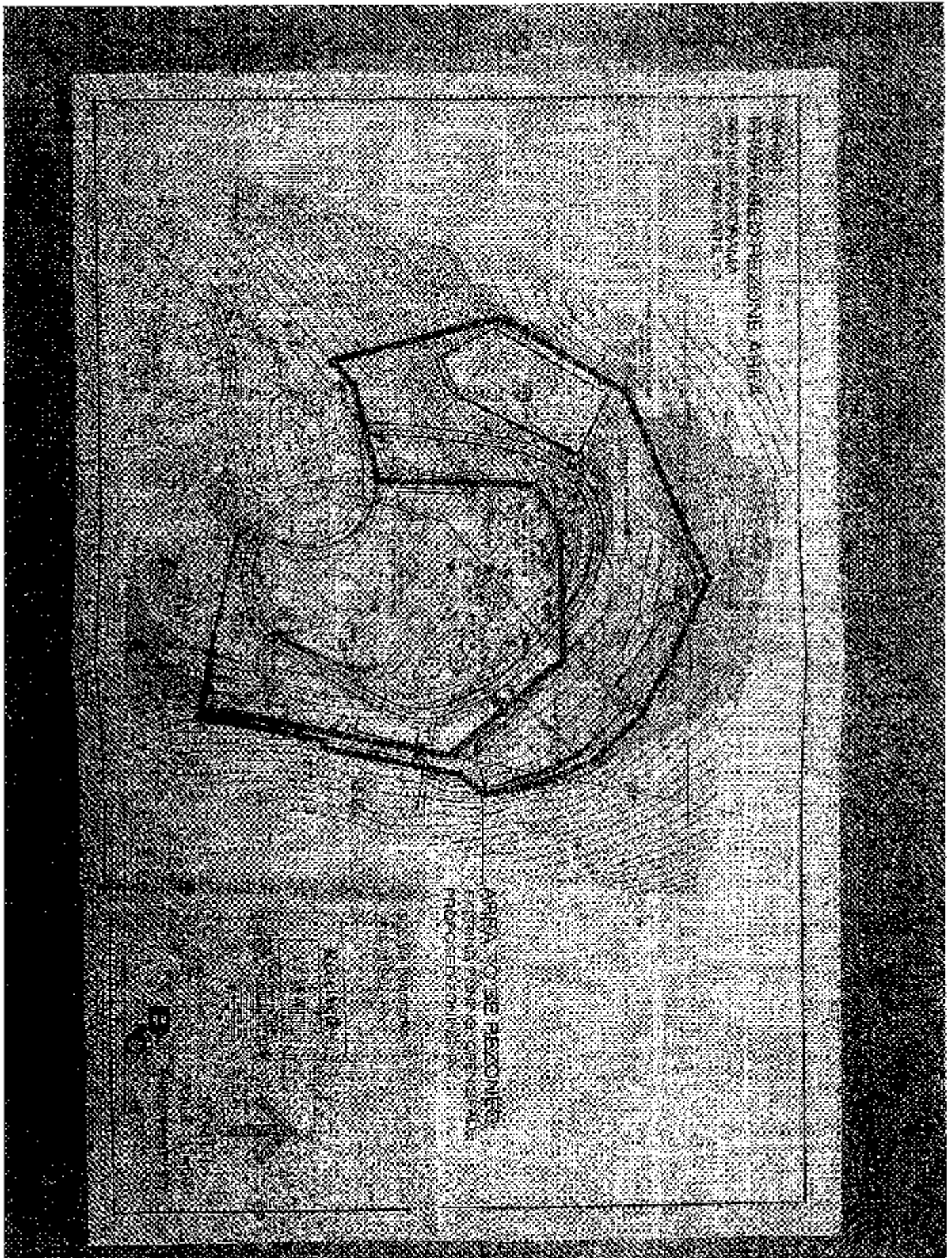
People often stop and enjoy the view. Every 4th of July, crowds come from all over PVE to watch the fireworks. Access is easy from Via Panorama



"It is not accessible parkland"
--- City Attorney Hogin in 5/8/12 City Council Minutes

2/14/13

3



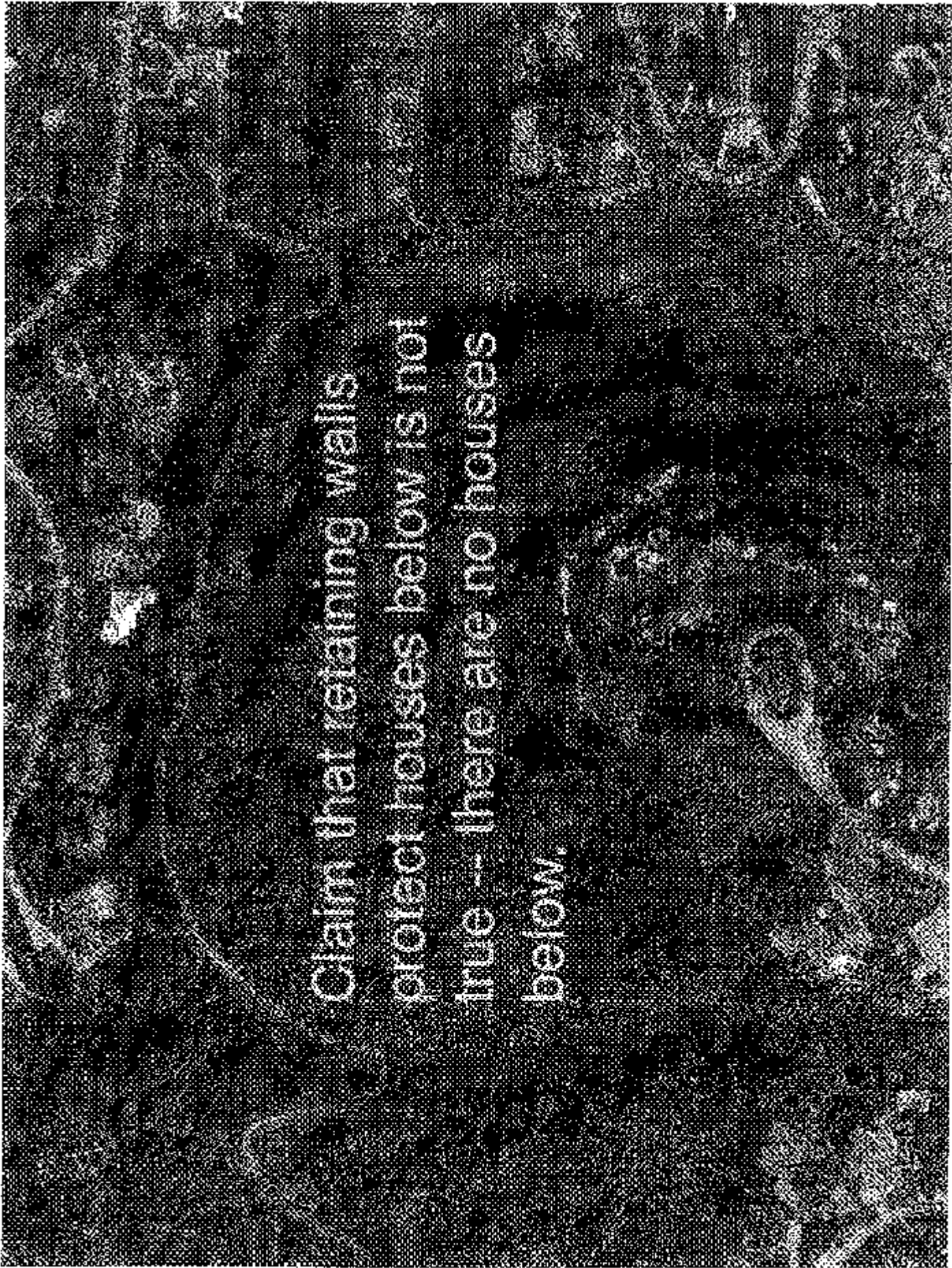




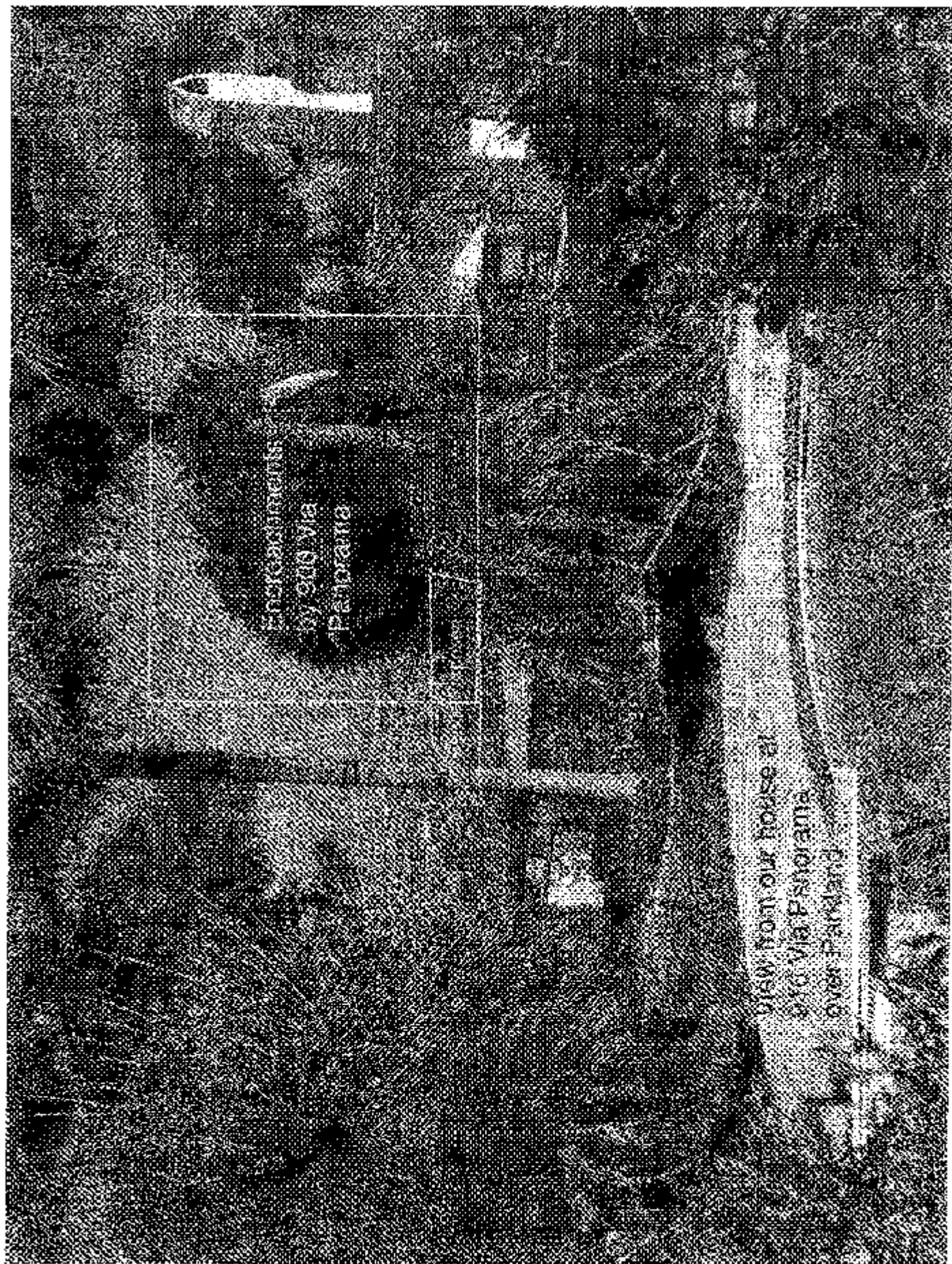




If unpermitted sport field had **not** been carved out of the hillside, retaining wall would not have been necessary.



Claim that retaining walls
protect houses below is not
true -- there are no houses
below.





View from the house at
6015 Via Panzerotti
over Panzerotti

Our Concerns

- Precedent of selling parkland to private owner, when that is prohibited by CC&Rs from 1923
- Rewarding past illegal encroachments
 - 35 years of personal use of public asset
 - No property tax paid because City owned
- Process shortcomings last year
 - No notifications by posted signs or mail
 - \$500,000 for 1.7 acres does not seem fair value in PVE; no public bids solicited
 - Details of dissenting opinion by former Mayor Joseph Barnett in 5/8/12 City Council hearing omitted in published minutes
- R1 zoning not consistent with open space
- Recommendation – We MUST preserve open space
 - Fence in the middle of visible portion of parkland is unacceptable
 - Any new construction visible from road is unacceptable

Our Questions


(page 1)

- Why was a resident allowed to purchase parkland, when that is explicitly forbidden in the original 1923 CC&Rs governing establishment of PVE? (Cannot be changed without 2/3 vote of PVE residents)
- 7/24/12 Minutes: “prohibits [Parcel A] from ever being merged with the adjacent residential property.” Doesn’t that make re-zoning to R1 Single Family Residential a non-starter?
- Why did PVHA warrant in MOU that there are no violations of CC&Rs?
- Why is the encroachment from building on public lands in a manner that is explicitly disallowed being forgiven and rewarded decades after the fact?
- Why so secret? Why were no residents within 300 feet notified of the proceedings involving the sale of parkland property in May & July 2012? Why was the draft of MOU not provided before 7/24/12 meeting?

Our Questions (page 2)

- MOU inaccuracies/inconsistencies: e.g. How is 37,962 sq. ft. for Lots C & D “roughly equivalent” to 75,930 sq. ft. for Parcel A? How is \$1.5M for C & D “roughly equivalent” to \$0.5M for Parcel A?
- Now that the City/PVHA has made this questionable transfer, what is their response when anyone else in PVE decides to build on adjacent parkland and/or asks to buy the property?
- 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?
- 7/27/12 Minutes: “Areas 1 and 3 of this property are currently, and would remain, zoned as open space.” So why is a re-zoning being considered?
- Court in 2012 ruled that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the lawsuit. Why did the City and PVHA choose to ignore the principles it had just vigorously defended and reward the family making a charitable contribution by selling parkland to them?

**Thank you for your time
and consideration**

Nancy S Guenther <nguenther@cox.net> 

February 12, 2013 9:43 PM

To: Renata Harbison

RE: 900 Via Panorama-final letter to the Planning Commission 20130211

Excellent presentation of the facts and also concerns about legality from many angles (CC&Rs, prior lawsuit when judge found in favor of the original covenants, failure to notify neighbors). One correction, my street is Via Castilla not Castille. We will sign this and I will scan and return it to you.

Best,
Nancy

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

From: Renata Harbison [mailto:renata_harbison@yahoo.com]

Sent: Monday, February 11, 2013 10:43 PM

Cc: John Harbison

Subject: 900 Via Panorama-final letter to the Planning Commission 20130211

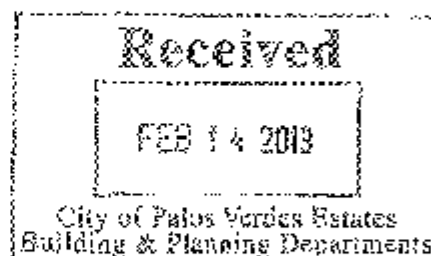
Greetings neighbors and friends,

After much deliberation, and many versions and conversations, John and I have finally completed our version of the letter we plan to send to the Planning Commission. You can either send us or give us a signed copy of Page 5 of 7 if you do not want to make any changes to the document. We will bring our letter along with relevant signature pages to PVE City Hall on Thursday. As an alternative, you can send a version of our letter, or an entirely different one directly to Stacey Kinsella at Palos Verdes Estates (skinsella@pvestates.org) by Thursday 02/14/13 at 5 pm. Both John and I plan to be at the Planning Commission Meeting on Tuesday 02/19/13 and plan to speak at the meeting -- hope to see you there.

We are providing you with both a .pdf and a .docx. Please feel free to edit the .docx if you would like to change any of the details in the letter or change/eliminate items that do not reflect your opinion. If you have problems printing, please let us know.

Thanks for your time and consideration this past week. I've sent a barage of emails and appreciate both your patience and tolerance of my intrusion on your time.

Best regards,
John and Renata



Statement by PVE Residents about the 900 Via Panoramia 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 Panoramia 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 Panoramia was sold for \$500,000 to Mr. Lupiani ("Owner") who has owned 900 Via Panoramia 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 Castille 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 Panoramia 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 Panoramia 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 Panoramia 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 Panoramia (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 Lugianis. In reality, many of the structures were never removed, and it was the Lugianis 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 Lugiani 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 Lugiani (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 (Lugiani) 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.

- 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:
 - o 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?
 - o Why was a resident allowed to purchase parkland, when that is explicitly forbidden in the original legal documents that formed PVE?
 - o 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?
 - o 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.
 - o Why were some residents within the same 300 feet not notified of the Planning Commission meeting on 02/19/13?
 - o 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?
 - o 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?

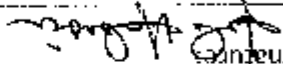
- o How did the City/PVHA determine the appropriate value for the sale? And how does the donation to the Palos Verdes Unified School District of \$1,500,000 figure into the value of the acquired parkland? The donation to PVUSD was directly connected in the MOU to the sale of Parcel A; the donation was contingent on the sale of Parcel A.
- o 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.
- o 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?
- o 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?
- o 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?
- o 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"?
- o 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?
- o 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?

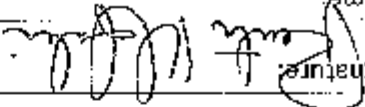
As for the re-zoning application, we believe the request to rezone from OS (Open Space) to R1 (Single Family Residential) should be denied since that would allow usage inconsistent with both

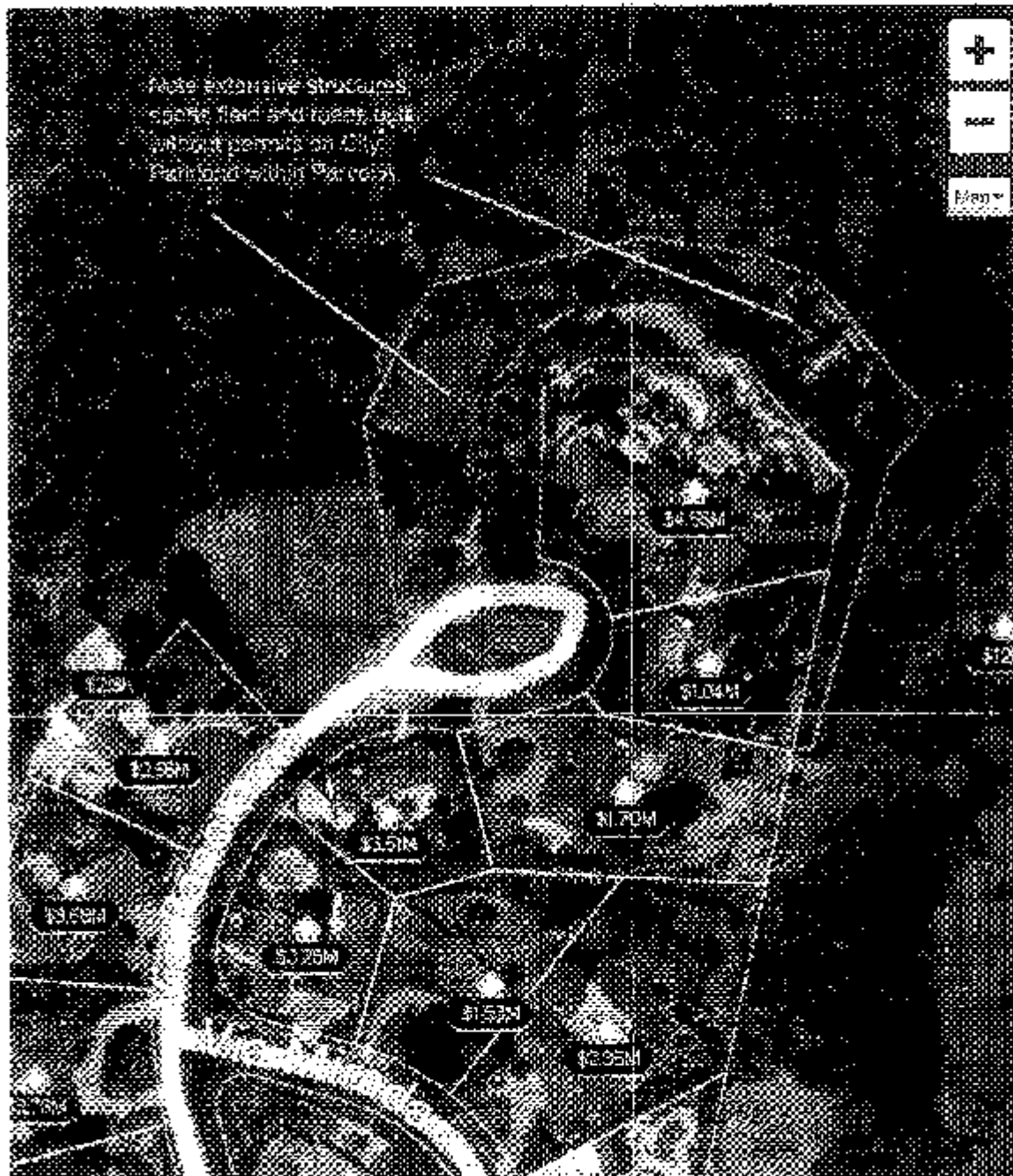
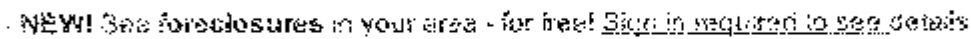
Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13

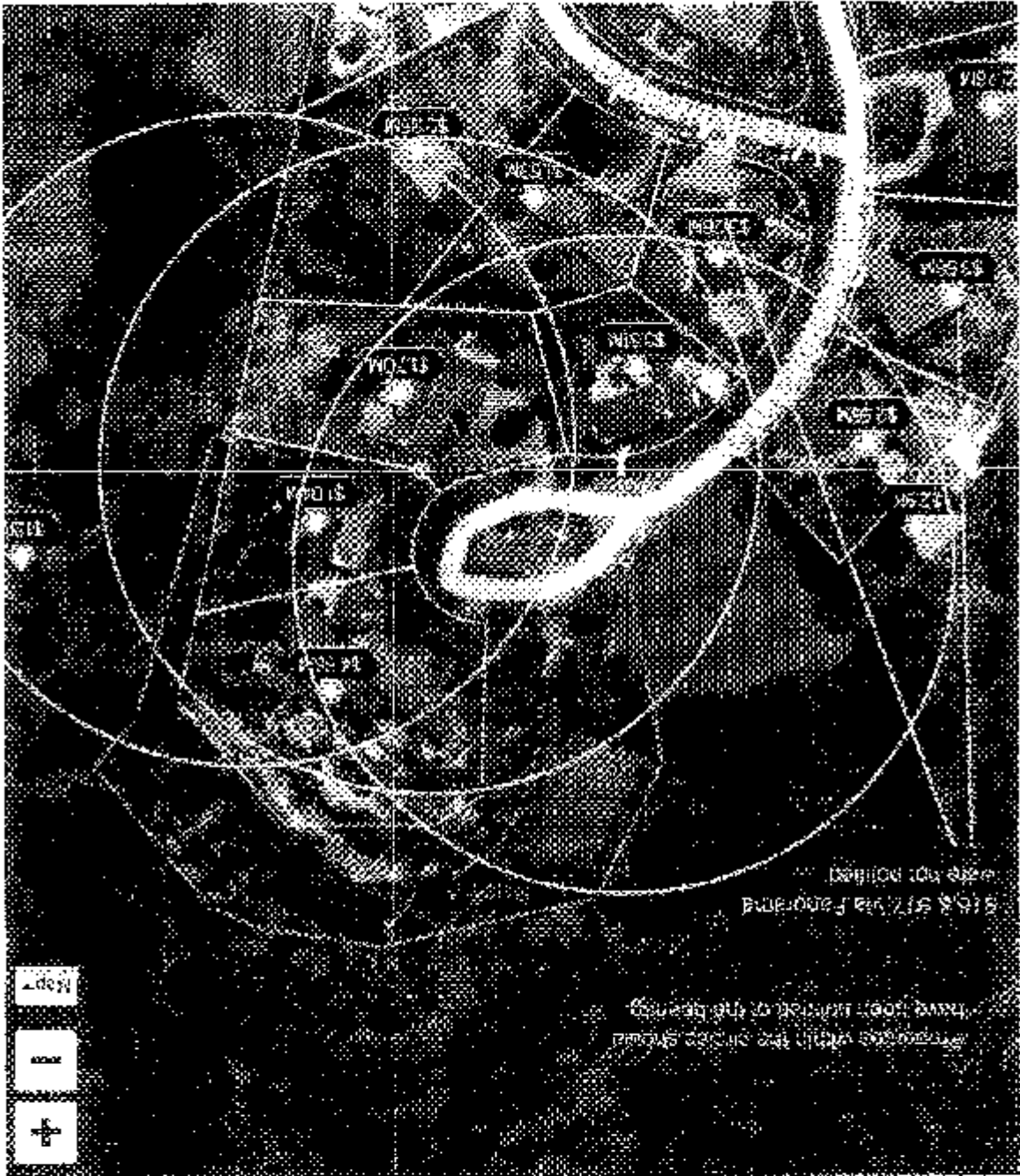
The CCRs in force, as well as the "open space" easements on the property that are controlled by the City. Any kind of structure (including a fence or wall) would be in conflict with the feeling of open space and the views of the neighbors who look out at the "Queen's Necklace" coastline view through 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 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: 	Name: JORAN HARRISON
Address: 916 VIA PANORAMA, PVE CA 90274	Date: 2/12/13

Signature: 	Name: RENATA K. HARRISON
Address: 916 VIA PANORAMA, PVE CA 90274	Date: 2/12/2013





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900 Via Panorama, 90274 Filter Save Search



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 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: <i>Dorothy Chang</i>	Address: <i>932 Via Panorama</i>
Name: <i>DOROTHY CHANG</i>	Date: <i>2/14/13</i>

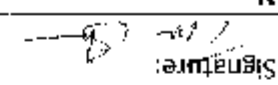
Signature: <i>Kiem Chik Chang</i>	Address: <i>932 Via Panorama</i>
Name: <i>NIEN CHIK CHANG</i>	Date: <i>2/14/13</i>

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 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: 	Name: David Shaw
Address: 925 Via Panorama	Date: 2-12-13

Signature: 	Name: David Shaw
Address: 925 Via Panorama	Date: 2-12-13

Tania <taniashawa@yahoo.com>
cc: Renata Harrison
Fwd: 900 Via Panorama- letter to the Planning Commission

February 14, 2013 8:37 AM

Sent from my iPhone

Begin forwarded message:

From: "Stacey Kinsella" <SKinsella@pvestates.org>
Date: February 14, 2013, 8:35:08 AM PST
To: "Tania shawa" <taniashawa@yahoo.com>
Subject: RE: 900 Via Panorama- letter to the Planning Commission

Tania,

Thank you for your revised email. Yes, I can open the attachment and will include your original email (stating you agree with the contents) with the letter.

Thank you,

Stacey Kinsella
Associate Planner
City of Palos Verdes Estates
Ph: (910) 376-0983
Fx: (910) 375-7820
skinsella@pvestates.org

From: Tania shawa (mailto:taniashawa@yahoo.com)
Sent: Wednesday, February 13, 2013 5:19 PM
To: Stacey Kinsella
Subject: RE: 900 Via Panorama- letter to the Planning Commission

hi-
please let me know if you can open this up
thank you

From: Stacey Kinsella <SKinsella@pvestates.org>
To: Tania shawa <taniashawa@yahoo.com>
Sent: Wednesday, February 13, 2013 3:18 PM
Subject: RE: 900 Via Panorama-final letter to the Planning Commission

Good afternoon, Tania.

I was unable to open your attachment. Please re-send and if possible, a simple Word format is best.

Thank you,

Stacey Kinsella
Associate Planner
City of Palos Verdes Estates

Ph: (310) 778-0787
Fax: (310) 578-7870
skt.selala@overstatez.com

From: tania shawa [mailto:tanashawa@yahoo.com]
Sent: Tuesday, February 12, 2013 5:56 PM

To: Stacey Kinsella
Subject: Fw: 900 Via Panorama-final letter to the Planning Commission

Stacey-
I have attached a letter that I would like to be presented at the upcoming PV City Hall meeting on Tuesday 2/19/13.
My husband and I both fully agree with the contents of this letter.
Thank you,

Tania Givvas-Shawa and David Shawa
925 Via Panorama, PVI

Stacey Kinsella

From: tania shawa [taniashawa@yahoo.com]
Sent: Tuesday, February 12, 2013 5:56 PM
To: Stacey Kinsella
Subject: Fw: 900 Via Panorama-final letter to the Planning Commission
Attachments: Statement

Stacey-

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My husband and I both fully agree with the contents of this letter

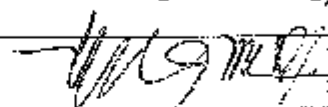
Thank you,

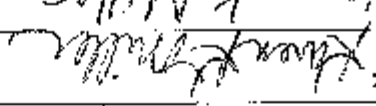
Tania Grivas-Shawa and David Shawa
925 via Panorama, PVE

2/14/2013

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: 	Name: Thomas G. Miller
Address: 904 Via Panorama	Date: 2/14/13

Signature: 	Name: Karen K. Miller
Address: 904 Via Panorama	Date: 2/14/13

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

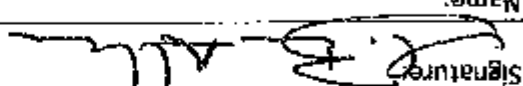
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Signature: 	Address: 928 Via Panorama
Name: MARILYN CHERVIER	Date: Feb 11, 2013

Signature:	Address:
Name:	Date:

Name:	
Date:	
Signature:	Address:

Name: G. Bruce Allen	
Date: 2/12/13	
Signature: 	Address: 915 Via Panorama PVE, CA 90274

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

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Signature: <i>Ljepa Miletich</i>	Address: 97 VIA PANORAMA, P.I.E. CA. 90274
Name: LJEPA MILETICH	Date: 02/13/13

Signature:	Address:
Name:	Date:

1 Attachment: 775 KB

February 13, 2013 9:59 AM

Arleigh Dotson <arleigh.dotson@cox.net>
To: Renata Harbison <renata_harbison@yahoo.com>
Parkland

See attached

Arleigh E. "Gene" Dotson & Linda Dotson

Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-962-13

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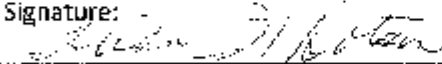
Signature: <i>Arleigh E. Dotson</i>	Name: <i>Arleigh E. Dotson</i>
Address: <i>972 Via Rimosa</i>	Date: <i>2/12/13</i>


Signature: <i>Linda L. Dotson</i>	Name: <i>Linda L. Dotson</i>
Address: <i>972 Via Rimosa</i>	Date: <i>2/12/13</i>

Statement by PVE Residents about the 300 Via Panorama Application ZC-2/M-902-13

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Signature: 	Address: 972 Via Panorama
Name: Linda W. Dotson	Date: 2/12/13

Signature: 	Address: 972 Via Panorama
Name: Arieneh E. Dotson	Date: 2/12/13

Linda Dotson
972 Via Rincon

We are most interested in participation in this project.

Panorama

To: Linda Harrison

Arleigh Dotson <arleigh.dotson@me.com>

February 11, 2013 10:11 AM

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

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Signature: //Carol Holmes//	Address: 1636 Dalton Road, PVE 90274
Name: Carol Holmes	Date: February 13, 2013

Signature:	Address:
Name:	Date:

February 13, 2013 10:54 AM

John M. Uharlet <artzaina@earthlink.net>

cc: renata_hartison@yahoo.com

Copy to "John M. Uharlet" <artzaina@earthlink.net>

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

Good Morning, Renata,

This date, 02/13/2013, we submitted to you our signed and dated page 5 of the above referenced Statement. By this submittal, we concur without qualification in the remarks of the Statement

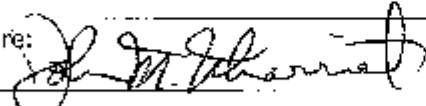
Be well, be safe,

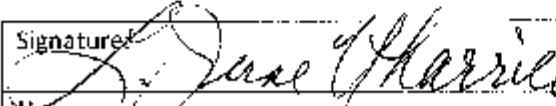
JuneJohn Uharlet

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

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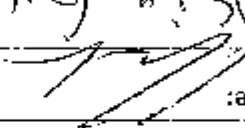
Signature: 	Address: 921 VIA MIRADA, PALOS VERDES ESTATES
Name: JOHN M. UHARRIET	Date: 02/12/13

Signature: 	Address: 921 Via Mirada, Palos Verdes Estates
Name: JANE UHARRIET	Date: February 12, 2013

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

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Signature: 	Name: Kim Guzzino
Address: 901 Via Mirada	Date: Pas 12-2013

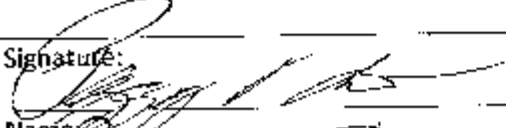
Signature: Maryam Guzzino	Name: Maryam Guzzino
Address: 901 Via Mirada	Date: Pas 12-2013

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

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Signature: 	Address: 008 Via Mirabel PVE
Name: Fred S. Tsutsui	Date: 2-13-2013

Signature: 	Address: 008 Via Mirabel PVE
Name: Peggy T. Tsutsui	Date: 2-13-13

Statement by PVE Residents about the 900 Via Panoramia Application ZC-2/M-90Z-13

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Signature: <i>Willard Olsen</i>	Name: <i>Willard Olsen</i>
Address: <i>916 Van Meter, PVE</i>	Date: <i>2/13/2013</i>

Signature:	Name:
Address:	Date:

willolsen@juno.com

February 10, 2010 5:35 PM

for Renata Harbison

Re: 900 Via Panorama-final letter to the Planning Commission 20130211

Dear Renata and John,

Thanks to you both for your excellent (and, I'm sure, time consuming) work on this matter. Since I have no changes to suggest, I will leave a signed copy of page 5 of 7 in your mail box today.

Best regards,

Will

Willard Olsen

916 Via Mirada, PVE

On Mon, 11 Feb 2013 22:43:18 -0800 Renata Harbison

<renata_harbison@yahoo.com> writes:

Greetings neighbors and friends,

After much deliberation, and many versions and conversations, John and I have finally completed our version of the letter we plan to send to the Planning Commission. You can either send us or give us a signed copy of Page 5 of 7 if you do not want to make any changes to the document. We will bring our letter along with relevant signature pages to PVL City Hall on Thursday. As an alternative, you can send a version of our letter, or an entirely different one, directly to Stacey Kinsella at Pains Verdes Estates (skinsella@pvestates.org) by Thursday 02/14/13 at 6 pm. Both John and I plan to be at the Planning Commission Meeting on Tuesday 02/12/13 and plan to speak at the meeting -- hope to see you there.

We are providing you with both a .pdf and a .docx. Please feel free to edit the .docx if you would like to change any of the details in the letter or change/delete items that do not reflect your opinion. If you have problems printing, please let us know.

Thanks for your time and consideration this past week. I've sent a barrage of emails and appreciate both your patience and tolerance of my intrusion on your time.

Best regards,

John and Renata

Woman is 53 But Looks 25

53/YO Mom reveals 1 simple wrinkle trick that has angered doctors...

<http://thirdpartyoffers.juno.com/TGL3141/511c3f3ddc113f3c23a7a03vuc>

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

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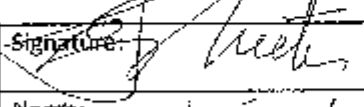
Signature: <i>Margaret Smoke</i>	Name: MARGARET SMOKE	Date: 2-12-2013
Address: 911 Via Mirada, PVE		

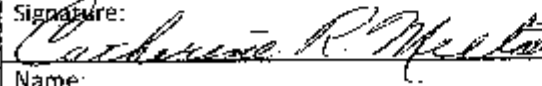
Signature: <i>Stephen Smoke</i>	Name: STEPHEN SMOKE	Date: 2-12-2013
Address: 911 Via Mirada, PVE		

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

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Signature: 	Address: 912 Via Panorama
Name: Lisa E. Melton	Date: 2/13/13

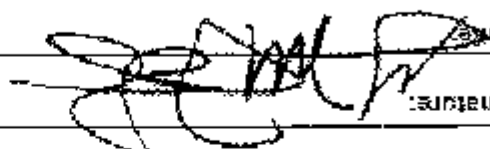
Signature: 	Address: 912 Via Panorama
Name: Catherine R. Melton	Date: 2/13/13

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

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GEORGE M NOTION

Signature:	
Name:	George M. Notion
Address:	433 Via Corra
Date:	2/13/2013

Signature:	
Name:	
Address:	
Date:	

I would further add the SAVORITY of HAKKLAND is what in larger part contributes to the value of homes in Palos Verdes Estates as opposed to other cities in the South Bay. This is a dangerous slippery slope upon which the city is trading:
DRE License # 7052773

2/10/13

#7.

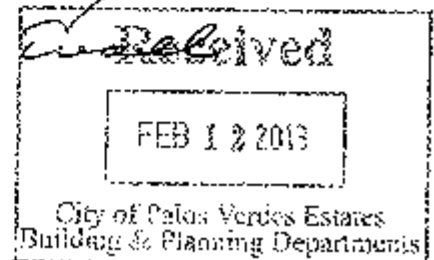
Wan, Catherine Melton, 912 Via
Panorama, and Elerie across
from the Park Land. My husband,
Linwood Melton, is unable to
attend the meeting due to fighting
an aggressive cancer. He will come
if able.

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.



Carlson R. Meador

consideration.

Please take them into

Please restore our river.

like their happiness to them.

live near Park Land, would

of Pecos River & Cotton, who

it do not believe any reasonable

be made to remove the trees.

after all the years of

discovery the 2 many changes

it do not believe the Indians

deprived for the 10 years living here.

additional river that was

cleared and give us the

Please have the Park Land

to its natural state.

as now it should be returned

the Park Land for over 20 years

the Indians have returned

more survival?

that the Indians planted and

take down the smaller trees

why did they stop and not

the land of trees, hedger, etc etc

in how the City started to clear

Stacey Kinsella

From: Inhee Jung [ihjung17@hotmail.com]
Sent: Wednesday, February 13, 2013 10:56 AM
To: Stacey Kinsella
Subject: 900 Via Panorama
Attachments: 900 001.jpg

Hi Stacey,

This is our signatures to support that document regarding the 900 Via Panorama issue.

Please include ours with all the others.

Thank you in advance.

Sincerely,

Inhee and Kyu S. Jung @ 920 Via Mirada

re 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 existing open space and the views of the neighbors who look out at the "Queen's Necklace" coastline through Parcel A and the adjacent parkland.

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Signature: <i>Kym S. K. Jung</i>	Address: 920 Via Mirada
Date: Feb 13, 2013	
Signature: <i>Chun H</i>	Address: 920 Via Mirada

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

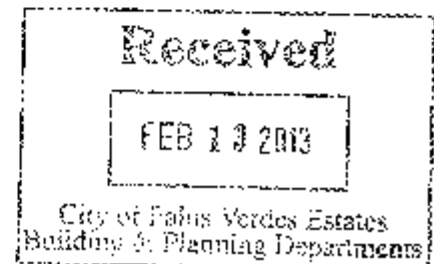
We received a Notice of Public Hearing on Thursday, January 31. **It is the first time we ever heard of any efforts made to change the zoning or change ownership of this Parkland.** The Parkland has always been valued by the neighborhood. **We have lived on Via Mirada over 45 years and have never received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

Stacey Kinsella

From: Ried Schott [rschott@hotmail.com]
Sent: Thursday, February 14, 2013 4:52 PM
To: Stacey Kinsella
Subject: FW: Application ZC-2/M-902-13
Attachments: Statement about the 900 Via Panorama Application ZC.pdf

Hi Stacey,
Thanks for the information. Attached is my statement.
Best regards,
Ried Schott
310-375-5750

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-2/M-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 PVF 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 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."
- 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 Hogin 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:

EXCERPT OF DRAFT MINUTES FROM THE FEBRUARY 19, 2013
PLANNING COMMISSION MEETING AS IT PERTAINS TO THE FOLLOWING ITEM:

1. **ZC-2/M-902-13;** Consideration of a Zone Change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1 Single Family Residential and a Miscellaneous Application for walls exceeding the maximum allowable height.

Applicant: Bolton Engineering/Dan Bolton
25834 Narbonne Ave., #210
Lomita, CA 90717
Owner: Lugliani Trust

Assistant City Attorney Smith introduced this, providing the background of the legal agreement and description of the property per written material.

Commissioner Thomas asked if the 2 applications could be considered separately; Assistant City Attorney Smith said they are related but there are different findings for each, so they should be considered separately.

Chair Vandever asked about the Negative Declaration; Assistant City Attorney Smith said it was prepared, and the conclusion was that there are no significant negative impacts and no mitigation measures would be necessary.

Commissioner King asked about consequences to the city or the applicant as a result of rezoning. Assistant City Attorney Smith said all but Area 3 would remain open space in perpetuity. The retaining walls are not part of the application.

Planning Director Rigg said there are 2 ways to review and allow the application: if the zoning is approved, they need no approval for the lower walls, and only the largest wall is on the agenda for tonight. If you do not approve the zone change, you cannot approve the walls. If you deny it, and City Council denies it, the applicant can ask for a conditional permit for the walls. The Miscellaneous Application cannot be approved if the zone change is not approved. Assistant City Attorney Smith added that the Deed Restrictions have been recorded and there can be no additional habitable structures on the property, even if it is zoned R1, other than the permitted structures on Area 3, and they are called out in the deed restrictions. Area 3 is already graded and had structures on it previously.

Chair Vandever asked if that means that nothing can be built on the property other than in Area 3; Assistant City Attorney Smith said yes, other than what can be permitted in open space. Commissioner King asked what benefit the rezoning is to the applicant; Assistant City Attorney Smith said they may seek the authority to rebuild accessory structures on Area 3.

Vice-Chair Chang asked if the MOU legal settlement contemplated that the applicant be required to come to the Planning Commission for these structures; Assistant City Attorney Smith said it provided that he can seek approval if he wants those structures..

Chair Vandever asked if the applicant was required to come to the Commission. Assistant City Attorney Smith said the applicant has come for the zone change which would allow those structures to be built. He added that this was the cleanest approach to permit development in Area 3. Commissioner King asked if there are other situations in the city where deed restrictions prohibiting any development have been enforced on an R1 zoned property. Assistant City Attorney Smith said this is a unique circumstance and is the only mechanism to get them what they want. The MOU contemplated a zone change.

Commissioner Thomas asked if the applicant could have applied for a Conditional Use Permit instead of a zone change. Planning Director Rigg said no, the code for open space does not allow for new structures. Assistant City Attorney Smith said the zone change is required for them to get new structures.

Commissioner Thomas asked if the MOU should be construed as guidance; Assistant City Attorney Smith said the right of the applicant to present an application was contemplated as part of the deal, but the MOU did not guarantee that the approval would be granted. The policy is not to allow encroachments in open spaces but it was considered that this may be an exception. That does not limit the Planning Commission's ability to recommend approval or denial.

Chair Vandever asked what the city has been doing recently regarding encroachments on parkland. Planning Director Rigg said in 2005 City Council directed staff to do a survey of illegal encroachments of over 10 ft. on parklands. There were 37 identified along the Torrance border, one on Via Elevado, and one on Rocky Point. We had 5 years to remove them. The stairway to the beach on Rocky Point was allowed to remain for the benefit of the public. The other 39 were removed. The enforcement on the Lugliani property went forward and some of the encroachments were removed. The negotiations stopped further enforcement. The walls remained, and it would be difficult to remedy them with slope restoration. He added that the gates in the City right-of-way are not part of the application tonight.

Commissioner Thomas asked if the applicant can appeal to the City Council if the Commission recommends denial of the application. Assistant City Attorney Smith said yes, they can appeal, and if City Council approves it, both applications will be approved. Planning Director Rigg suggested focusing on the zoning change since that is the biggest. Assistant City Attorney Smith said precedent exists for approval of the walls, and the findings can be made.

Chair Vandever asked about the CCR's; Assistant City Attorney Smith said he would defer to the Homes Association. The city transferred the property to them, and they transferred it to the Lugliani's.

Planning Director Rigg said there has been a lot of concern voiced by the public, but the only things on the agenda tonight are the zone change and block wall permit.

Vice-Chair Chang asked for the history of zone changes here; Assistant City Attorney Smith said there have been very few, and not in this type of context. Planning Director Rigg said he knew of none in the 14 years he has been here.

Commissioner King asked if the property is rezoned, what would be the size of the entire lot. Stacey Kinsella said she did not have that information at this time. Commissioner King asked if it would be eligible for a lot split; Planning Director Rigg said he would need to review it. Assistant City Attorney Smith said the nature of the site would need to be considered, and a fire easement which bisects it would complicate the issue.

Vice-Chair Chang asked if approval would increase the size of the buildable lot. Planning Director Rigg said a lot line adjustment could be considered.

Chair Vandever asked about the applicant requesting to fence the property if the zone change is approved. Assistant City Attorney Smith said no additional structures are allowed, and he quoted the deed restrictions.

Chair Vandever asked about a hedge; Assistant City Attorney Smith said in area 3 a hedge would be permitted, but on other parts of the property it would not be permitted pursuant to the deed restrictions.

Commissioner Thomas said regarding the zoning change, the Commission would need to find that the project is consistent with the General Plan. Assistant City Attorney Smith said it would be consistent with the overall goals of open space since it has a steep slope and is not usable for anything except open space. It would provide for views and be in character with the neighborhood. The retaining wall would not be seen by the public, and no structures below it would be seen. The City Attorney recommends that it is consistent with the goals of open space. Also, as part of the transfer of property, Lots C and D are available for open space uses.

Vice-Chair Chang asked if it would be private property, not open to the public. Assistant City Attorney Smith said that is the case.

Chair Vandever stated his understanding that the city did not sell this open space property to residents. Assistant City Attorney Smith said that is true; he explained the series of transfers that have brought the issue to this point. He said funds commonly are exchanged in such settlements. The city can't sell open space, it has to go through a very complex process and offer it for sale for public uses before they can find it to be surplus land that is available to a buyer. It would be an uphill battle to buy open space.

CHAIR VANDEVER OPENED THE PUBLIC HEARING

Dan Bolton, Bolton Engineering, representing the applicant, thanked staff for their help through this process. He said this is the simplest way to proceed with the policy commitments the city has entered into. The current property consists of 3 R-1 parcels with a single residence built on it. The new parcel A probably won't meet the requirements for an R-1 lot, and the MOU precludes it. Planning Director Rigg clarified that staff members were provided with the MOU which required certain applications to be made to the Commission within 6 months and he didn't see it as a policy commitment, but as the opportunity for the applicant to request certain things. Staff has simply complied with that.

Chair Vandever reiterated that City Council has already made decisions, and tonight only 2 issues are being considered.

Sidney Croft (), attorney for the Homesteaders' Association, complimented Assistant City Attorney Smith for his analysis. He offered to answer questions on behalf of the Homes Association.

Philip Frengs (), Director of the Homes Association, said this came to them because of the litigation by the School District against the deed restrictions. They successfully defended them in court, an appeal was filed by the School District, and as a settlement to litigation this transaction came to pass and resulted in the MOU. He added that the Association supports the application.

Commissioner King asked if there is a reason the MOU does not mention rezoning. Mr. Frengs said the concept of zoning to allow rebuilding was contemplated. Mr. Croft returned to say that the applicant has to go through tonight's process.

Gail Wasserman () said residents never got any information on this, and now they find that a resident has used open space and is claiming it to be his own. It was a personal land deal, and other residents should have been notified. Going down this road of allowing a resident to build on parkland is a slippery slope. The request for rezoning with walls exceeding the allowed height will only allow them to build another house. She said the parklands should remain open for all the public to enjoy as was originally intended.

Brent Flynn () asked what the Fire Department has to say about this. There is a hydrant and a fire road here. The fire road should be kept open for access; he pointed out that the property is less than 2000 ft. from here. The MOU could be addressed and the area could still be kept open space.

Richard Fay () said he thought parkland was sacred, and this only happened because the land is open space. It is supposed to be protected, but was not. Parkland is not supposed to be sold, but it was. He has zero confidence, given the history of the property, that restrictions would protect the area. He asked what is the advantage to the city in allowing rezoning.

Kim Guzzino () said the existing structures did not exist when the applicant purchased the property. That it is steep and inaccessible is in question. They already have a road and a sports court. This is a sweet deal, paying money for what should be open space. The Homes Association was in a lawsuit with the School District, and this was a deal for the Association to get the property and sell it to a resident. Approving the application and rezoning is a slippery slope which would set a precedent.

Renata Harbison () asked about the purpose of rezoning. The applicant has already violated restrictions and constructed his own private playground on public land. She asked what unique circumstances could allow this rezoning, and what promises

have been made. She spoke with the owner's son who said they plan a 6 ft. fence around the property because of liability, which would encroach on open space.

John Harbison () said this transaction is the first time the city has sold parkland to a private individual. He is a hiker, and the city founders were specific in keeping open space. City Council and the Homes Association abrogated the residents' trust. Over 2 dozen residents have signed a complaint against it. Rezoning is not part of the MOU or deeds, and if it was the intent, it should have been there. He asked what happens next after the rezoning.

William Patton () said he had intended to oppose the application, but now he may not. He had previously thought that open space in the city was permanent. He also thought that deed restrictions would not allow more structures on a property, but now he sees that they don't mean anything. He may purchase land next to parkland and make an offer.

Joe Barnett () said he had no quarrel with the zone change, but objected to how it came about. He noted that in court it was determined that the School District could not sell lots C and D. After they were denied, they appealed and he told them he would take that all the way to the Supreme Court. He knows an attorney who could do that. Then the City Attorney decided to solve the problem. It bothers him greatly to see the sale of parkland, and it should not have been done. He added that the existing retaining walls were built by this applicant.

Catherine Melton () said they were overjoyed when they moved there with parkland across the street and thought it would never be sold. Her husband was president of the Homes Association in the past, and the purpose is to preserve parkland, not sell it. They were not notified of the sale, and residents who were affected should have been noticed. The applicants have encroached on parkland and nothing has been done about it. She said this is not a "win-win," and she feels they are being punished because soon the applicants will put up a wall they won't want to look at. She thought other residents who live near parkland should beware.

Ann Hinchliffe () delivered signatures of other residents who don't want to see parkland sold. She asked to give the remainder of her time to Joe Barnett. Chair Vandever said he regretted that would not be possible and asked that Mr. Barnett's information be added to the record; Planning Director Rigg agreed.

Karen Miller () said she enjoys the view and the fact that parkland is always available. There is a fire hydrant there and she expects that a fence will go up taking away 12 ft. of parkland. She doesn't want to look at a fence, and this may be a win for the School District and the Lugianis, but it is a loss for the city and the residents on Via Panorama.

Ried Schott () said he cherishes parkland. It has been claimed that the best way to resolve this matter is with rezoning, and that deed restrictions will take care of the potential problems. But if the applicant installs fencing and other structures, they could be extensive and will impact views. He questioned that rezoning is necessary to keep the

retaining walls, since roads are constructed in open space using retaining walls. There are many encroachments on parkland, and this zone change would encourage more.

Dan Bolton returned to say that he appreciated the input from the public. He also likes parkland, and thinks this deal is beneficial and that rezoning is needed. Regarding the Fire Department access, the MOU discussed it, and it was reviewed by the Fire Department who approved it.

Vice-Chair Chang asked about the calculation of the parkland and if there is a net loss. Mr. Bolton said the deed restrictions on Area A would make it operate similar to open space, and the issue of Lots C and D were resolved with the School District.

CHAIR VANDEVER CLOSED THE PUBLIC HEARING

Commissioner King asked where Area 3 is addressed in the MOU; Assistant City Attorney Smith said the deed restrictions refer to it as Area A. Commissioner King said she didn't see any mention that additional structures, other than those that were already there, were contemplated. Assistant City Attorney Smith said they were discussed in the MOU, and it was anticipated that the applicant would come in for new structures after the existing structures were removed. Planning Director Rigg referred to the Quit Claim from the city to the Homes Association, and he read condition #6 which says that approved permits would allow the applicant to construct certain structures within Area 3 of Exhibit B.

Chair Vandever asked about the Fire Department. Assistant City Attorney Smith said Mr. Bolton described the issue, and the city maintains the hydrant and the easement as a fire road. Chair Vandever asked if they could build only on Area 3; Assistant City Attorney Smith said yes, according to the deed restrictions they won't be able to build anywhere else, and a fence is included in that restriction. That would be enforced by either the Homes Association or the city. Chair Vandever asked if the fence conformed to city standards, what basis would the city have to oppose it. Assistant City Attorney Smith said in that case the Homes Association would enforce the restrictions, and they are the primary enforcer. Chair Vandever asked if we are ceding city enforcement to the Homes Association, and what if they don't care? Assistant City Attorney Smith said the city would have an interest in enforcement.

Commissioner Thomas said the MOU is very complex, and we are a party to it if we approve the application. He was not comfortable with that role. He did not want to see the retaining walls go away, but also did not want to extend the use of the property, and could see an ongoing problem there. He had not been able to access the property, and would have trouble verifying that the plan is consistent with the General Plan for the city. He thought the best place to resolve this would be the City Council since they are more qualified.

Commissioner King said she had similar thoughts. She appreciated the residents coming out. She saw the property and it is unique. However, rezoning may create more problems than it solves. If City Council intended rezoning, they could have specified it in the MOU. She needed to be guided by what was put in writing, and the MOU doesn't talk

about new building. That led her to believe that the area is intended to be open space. It is difficult to see any benefit to the city. No rezoning is needed for the resident to get approval of the existing structures. She said she was not prepared to recommend approval of the rezoning.

Vice-Chair Chang said he agreed and was not comfortable with this change. He thought the decision should be made by City Council.

Chair Vandever said he believed the city would live up to its commitments. He thought the retaining walls could be approved, but he didn't want to inadvertently expand the benefits to the resident beyond what were agreed to in the settlement. Absent the litigation and the settlement, he would not recommend such changes. He said he could not support the zoning change request and asked about dealing with the walls. Planning Director Rigg said in order to avoid putting City Council in a more difficult position, the miscellaneous structure could be approved subject to approval of the zone change. If City Council confirms the R-1 zoning, the walls would be approved also.

MOTION

Commissioner King moved to recommend denial of ZC-2-13, zone change of Parcel A adjacent to 900 Via Panorama. The motion was seconded by Commissioner Thomas and was carried by unanimous oral vote.

MOTION

Commissioner King moved to approve M-902-13 for after-the-fact structures located at 900 Via Panorama in Area 3, exempt from CEQA and subject to the conditions as provided in Planning Resolution PCR-2013-0656, but is contingent upon the following additional condition: 1) That the property is rezoned R-1, and the other conditions stated in Resolution PR-2013-0656. The motion was seconded by Commissioner Thomas and was carried by unanimous oral vote.

RESOLUTION NO. PCR -2013-0656

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA, APPROVING A MISCELLANEOUS APPLICATION FOR A PORTION OF PARCEL A ADJACENT TO 900 VIA PANORAMA.

The Planning Commission of the City of Palos Verdes Estates does hereby find, order and resolve as follows:

Section 1. Recitals.

A. On January 3, 2013, a Miscellaneous Application was submitted for the property identified as Lot A on submitted plans, 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 an alter-the-fact approval of existing retaining walls located in "Area 3" of submitted plans. The Property is currently owned by the Via Panorama Trust and is currently zoned as Open Space.

B. 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, although it contributes to the open feel of the community.

C. 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.

D. The Planning Commission further received information and considered information regarding environmental review of the application and determined that the project is categorically exempt from the California Environmental Quality Act.

Section 2. Findings.

The existing retaining walls do not adversely affect adjacent properties and are integral to the stability of the existing slope. Removal of the retaining walls may cause geologic instability or increased risk of landslides.

Section 3. Approval.

Based on the evidence in the record and the findings set forth in this resolution the Planning Commission hereby approves Miscellaneous Application Number M-902-13, 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 buildings, fences, signs, roadways, parking areas, and other facilities or features shall be located and maintained as shown on the approved plans.
3. All buildings and structures shall be of the design as shown on the approved plans.

4. 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.
5. This approval is subject to the applicant paying all fees and assessments to the City of Palos Verdes Estates, as required by Ordinance.
6. 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.
7. 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.
8. This approval shall only become effective upon the rezoning of the Property from Open Space to R-1 Residential. If the property is not rezoned R-1 Residential within 120 days, the property owner will be required to remove the existing unpermitted structures or seek approval of a Conditional Use Permit or other agreement with the City to maintain such structures.


Section 4. Certification.

The Planning Commission shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this 19th day of February, 2013.

ATTEST:

Maryn Healer
SECRETARY


CHAIRMAN

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF PALOS VERDES ESTATES)

I, Margaret Mohr, Planning Commission Minutes Secretary of the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution No. PCR-2013-0656 was regularly approved and adopted at the regular meeting of the Planning Commission on the 19th day of February, 2013 by the following vote, to wit:

AYES: COMMISSIONERS: Vandeweyer, King, & Moxley

NOES: COMMISSIONERS: P. D. TILLOT

ABSENT: COMMISSIONERS: Evans

Margaret Mohr
Margaret Mohr
Planning Commission Minutes Secretary

RESOLUTION NO. PCR -2013-0656-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA, RECOMMENDING DENIAL OF AN AMENDMENT TO THE ZONING MAP TO CHANGE A ZONING DESIGNATION FROM OPEN SPACE TO SINGLE-FAMILY RESIDENTIAL (R-1).

The Planning Commission of the City of Palos Verdes Estates does hereby find, order and resolve 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, the Palos Verdes Homes Association, and the property owners of 900 Via Panorama.

B. 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 located adjacent to 900 Via Panorama (Parcel A); however, it did not specify the mechanism or process by which the structures would be permitted.

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 identified as Lot A on submitted plans, 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 to amend the zoning designation for the Property from Open Space to Single-Family Residential.

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

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

G. 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.

H. The Planning Commission reviewed and considered the Initial Study and Negative Declaration prepared pursuant to the California Environmental Quality Act and accepted public comment thereon.

Section 2. Findings. Based upon the evidence presented, the Planning Commission hereby finds and determines as follows:

1. Given the City's policy of preserving open space, the Planning Commission does not believe that the rezoning of the entire Parcel A from Open Space to R-1 Residential is the proper mechanism to permit the accessory structures contemplated in the MOU.

2. It is unclear based on the MOU whether City Council contemplated a zone change for the Property. Given this uncertainty, the Planning Commission will defer to the Council's legislative determination.

3. For these reasons, the Planning Commission is unable to make the finding that the subject Zoning Map Amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan.

Section 3. Zoning Map Amendment Recommendation.

Based on the evidence in the record and the findings set forth in this resolution and in compliance with Government Code section 65852.9, the Planning Commission hereby recommends that the City Council deny the requested Zoning Map Amendment changing the zoning designation on the subject Property from Open Space to Single-Family Residential (R-1).

Section 4. Certification.

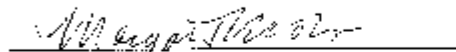
The Planning Commission shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this 19th day of February, 2013.



CHAIRMAN

ATTEST:



SECRETARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF PALOS VERDES ESTATES)

I, Margaret Mohr, Planning Commission Minutes Secretary of the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution No. PCR-2013-0656-2 was regularly approved and adopted at the regular meeting of the Planning Commission on the 19th day of February, 2013 by the following vote, to wit:

AYES: COMMISSIONERS: Vandam, Grogg, King, Thomas

NOES: COMMISSIONERS: none

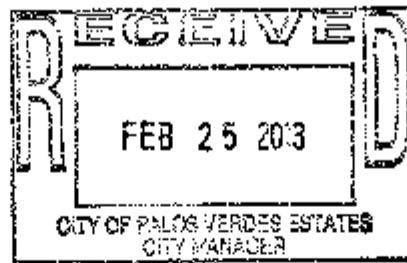
ABSENT: COMMISSIONERS: None

Wesley

Margaret Mohr
Planning Commission Minutes Secretary

LETTERS OF CORRESPONDENCE

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 so 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.

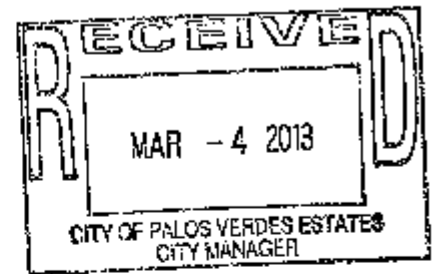
As a homeowner in Palos Verdes Estates since 1977, I join the Planning Commission in recommending that the City Council deny the requested rezoning of the parkland transferred to Dr. Lighian.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert H. Logan". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

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?**

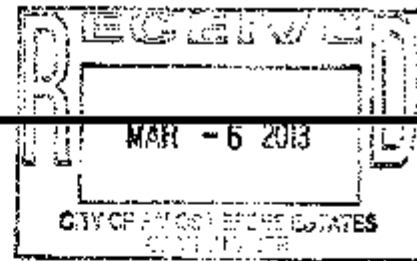
I fear you have opened a can of worms when you got involved in this hair-brain scheme. And for what purpose, money? I'm sure your intentions were honorable but as far as I can see it was a terrible mistake. I'm afraid that your actions are going to expose the City to possible future law suits which will 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



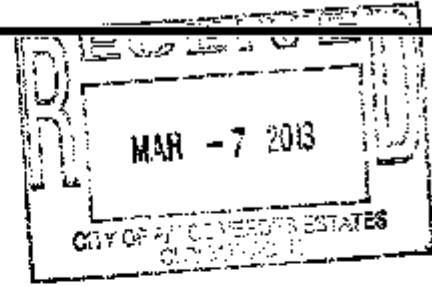
Dear City Council- I have just received an email regarding the sale of City property at 900 Via Panorama to a private party. While I've heard only one side of this argument the facts as states leave me MOST uncomfortable with the city's actions: both in principal AND with the consideration involved.

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.

Mr. Ly should ~~be~~ 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.

Mr. Ly 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.

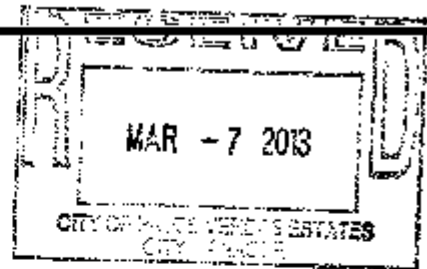
Please also finish the job and have the enormous trees removed and restore a view that we have deprived of for years.

Thank You

Catherine Melton

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

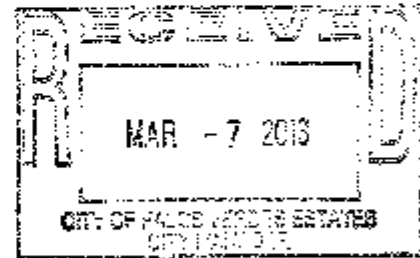
cell: (970) 376-7596
CA: (310) 378-8681
CO: (970) 748-1009

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

Daniel V. Laveno
Administrator
Jorge 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:

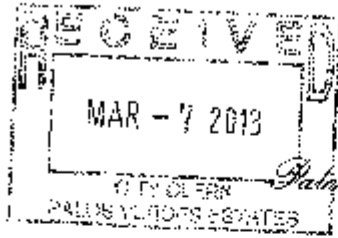
My wife and I have lived in Palos Verdes Estates since 1971 and treasure the large areas of parkland which the City founder had the foresight to set aside for succeeding generations to enjoy.

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 Co. 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 signature]

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

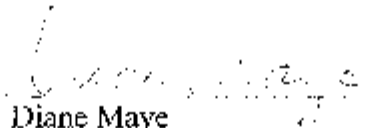
Palos Verdes Estates City Council
340 Palos Verdes Drive West
Palos Verdes Estates CA 90274

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:

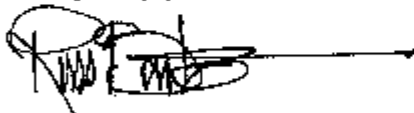
I'm writing this letter to express my opposition to the proposed rezoning of the property surrounding 900 Via Panorama from open space to R1 residential.

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

ROCKEY & WAHL LLP
A LIMITED LIABILITY PARTNERSHIP

LAWYERS FOR BUSINESS
AND REAL ESTATE

5743 CORSA AVENUE, SUITE 116
WESTLAKE VILLAGE, CALIFORNIA
91362

TELEPHONE 818 865-2200
FACSIMILE 818 879-9400

WRITER'S E-MAIL ADDRESS
Jay@RockeyWahl.com

March 7, 2013

Mayor George F. Bird, Jr. and the
Palos Verdes Estates City Council
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

**Re: Rezoning of Area "A"/ 900 Via Panorama Drive
PVE City Council Hearing: March 12, 2013 7:30 PM.**

Dear Mayor Bird and Council Members:

We represent the Via Panorama Trust, the owner of Area A, which is located near 900 Via Panorama. We request that your Council approve our application for a Rezoning of Area A which will allow the permitting of certain improvements, which pre-date my client's ownership.

Area A was recently deeded to my client pursuant to the terms of a Memorandum of Understanding (MOU) which settled a number of critical issues and costly litigation between the PVP School District, the Homes Association and the City of Palos Verdes Estates. The MOU conferred unprecedented benefits on this community by preserving open space on Lots C and D, removing doubt about the enforceability of the Homes Association deed restrictions and to discouraging the PVP School District from installing lights on its athletic fields. The MOU contemplated my client seeking permits from the City to allow the existing improvements to remain on Area A. However, the permits could not be issued as Area A is presently zoned Open Space which zoning does not allow some improvements which presently exist on the property. The parties to the MOU including the City and my client subsequently determined that the proper way to obtain those permits was to modify the zoning on the parcel to an R-1 zone which would allow such permits to issue, subject to other normal conditions.

This matter was brought before your City Planning Commission on February 19 along with a permit request to keep an existing retaining wall. The Planning Commission approved the

March 7, 2013

Page 2

permit for the wall subject to approval of the zone change. The Planning Commission then recommended denial of the rezoning based solely on the Commissioners having little or no information on the intent of your Council in approving the MOU and contemplating the use of a zone change as the process to appropriately obtain the permits. If the Commissioners had information on your Council's intent about the correct process to follow, presumably they would have recommended approval of the application.

The evidence of your Council's intent to allow rezoning does exist. However, it was not readily apparent or brought to the attention of the Planning Commission at that hearing. The parties to the MOU wanted to provide a path for my client to pursue permits for the improvements. Hence, the MOU specifically requires that my client "shall apply for planning approvals and city permits to allow them to maintain" the improvements. (See, MOU, Art. V, subsection A). Retaining walls were not permitted in Open Space zone, so something else had to change for my client to be able to pursue the permits and that "something else" became the rezoning of Area A to an R-1 zone which would allow the proposed uses. While the discussion about the alternative processes for permitting the requested uses continued during and after the MOU was executed, rezoning remained an alternative for the City and the property owners. Furthermore, the deeds that transferred the property from the City specifically referenced the need for my client to "seek a zone change to permit the accessory uses." (See, Deed from the City dated August 8, 2012, section 5). The deed from the Homes Association also specifically references that "Grantee shall apply for approval of any such permitted structures by Grantor and the City in accordance with standard procedure and in conformance with applicable covenants, ordinances and codes." (See Deed from the Homes Association, Section 2, dated August 14, 2012.) The parties to the MOU, including the City and my client, envisioned allowing my client to seek permits for the improvements and that rezoning was likely to occur in that process.

Following the Planning Commission hearing, we have considered the numerous public statements offered at the hearing, in the press and elsewhere regarding this matter. We found that there was some amount of confusion and a lack of understanding on the part of some opponents to our application. In that regard, we have prepared the following points of information to set the record straight:

1. THE REZONING OF THE LAND IS FULLY JUSTIFIED. The rezoning is justified, as it will allow limited uses on private land consistent with private ownership and good stewardship of the land. The existing Open Space zone is inconsistent with private ownership, as only public parcels are zoned open space. The MOU provided for the applicant to retain certain existing improvements and make limited new improvements, which are minor in impact on the property. The most logical way for such improvements to remain is for a change in the zoning to a new designation that allows such limited improvements. The City agreed to allow such limited improvements and that consequently calls for a rezone. The deeds from the grantors specifically refer to a rezoning of the property as the appropriate method to follow.

2. ZONE CHANGE TO R-1 WOULD NOT ALLOW ANOTHER HOUSE TO BE BUILT ON AREA "A". The deed restrictions affecting the property transferred ("Area A")

March 7, 2013

Page 3

specifically limit the types of improvements which are allowed and do not allow a residential structure. The deed restrictions also expressly prohibit any merger with adjoining lands. This rezoning will not equate with a merger of the parcels. The owners have no intention of building any habitable structure on this newly acquired property. The property is subject to an open space easement in favor of the City, which would prevent a house or other structures inconsistent with that easement.

3. THE ZONE CHANGE IS ENTIRELY CONSISTENT WITH THE INTENDED USE OF OPEN SPACE. This private property is not consistent with the City's General Plan for Open Space zones. The Municipal Code provides that Open Space zones are for public lands, not private lands. Section 18.16.010 of the PVE Municipal Code provides: **"The purpose of the open space (OS) zone is to preserve, promote and enhance valuable natural and open space resources in the city. The open space zone land consists of all publicly owned land including all city-owned land . . ."** The Open Space zone is a burden that should only be borne by the community at large. As this land is private, it is inconsistent to have these owners carry that burden. Nonetheless, the uses on the property are restricted by deed restrictions and a restrictive open space easement such that, except for the minor improvements allowed under the deed restrictions, it would be the functional equivalent of Open Space zoning and the Owner agrees with those deed limitations.

4. THIS ZONE CHANGE WILL NOT CAUSE A NET LOSS OF OPEN SPACE. The MOU resulted in more land protected as Open Space than was the case prior to the sale of Area A. Not only were Lots C and D preserved as Open Space and Area A made subject to an Open Space easement, but the school district affirmed that all of its properties were subject to the protective covenants enforced by the Homes Association, which will limit further development in the City, and accepted restrictions on lights at the high school athletic field, which will enhance dark skies in the community. Additionally, the transaction also provided the City with a fire road / emergency access easement encircling the entire Area A to better access the other City property in the immediate area in the event of a fire / emergency.

5. THE REZONING WILL PROHIBIT PUBLIC ACCESS TO THE LAND. There was never any express authorization by the City allowing public access to Parcel A when it was owned by the City. An Open Space zoning designation does not necessarily mean such land is open for public access. The parties to the MOU specifically agreed that there would be no public access to Area A and that resulted in a corresponding deed provision to make that clear.

6. THE SALE WAS NOT A "SWEETHEART" DEAL. The Owner paid \$500,000 for Area A. The appraisal for Area A was equivalent in value to the appraisal for Parcels C and D. A well-known, local certified appraiser appraised the land based on all of the factors affecting the property, including the restrictive open space easement. The purchase price exceeded the appraised value. As a part of the transaction, the Owner must also rebuild the City storm drain and has granted the city an easement relating to the storm drain all to the benefit of the City. Predecessors of the Owner constructed most of the improvements on Area A.

March 7, 2013

Page 4

7. **THIS WAS NOT A "BACK-ROOM" DEAL.** The PVE City Council approved the MOU in a noticed public meeting on May 8, 2012. In that meeting the Council approved the MOU, which detailed the entire transaction. The City Council meeting and the decision to approve the MOU was the subject of a Daily Breeze article, which included graphics detailing the results of the agreement. The School District and the Homes Association in noticed meetings of those bodies also unanimously approved the agreement. The City further approved a resolution dated July 24 to which was attached a form of deed with reference to the zone change. The City, HOA and the School District each have the legal authority to enter into such agreements. The immediate neighbors of 900 Via Panorama fail to understand the larger, positive impact that this agreement provided for the City, the PVP School District and the Homes Association.

8. **FIRE DEPARTMENT APPROVAL / FIRE ACCESS.** The fire department has reviewed the proposal and signed off, approving the transaction. This transaction creates a new fire / emergency access easement described above which provides a considerable and direct benefit to all neighbors on Via Panorama as well as the community at large.

9. **THE SALE OF OPEN SPACE LAND IS NOT UNPRECEDENTED.** There are other instances of PVE city land zoned Open Space, which have been transferred to private parties. We have identified at least four parcels of Open Space city land that were transferred to private owners.

10. **THE CITY HAS NOT SOLD A PUBLIC PARK TO A PRIVATE PARTY.** Area A was never a public park. Area A was never open for public access. Area A was public land, but not designated or improved for the public to access it. Simply because a parcel is owned by the City does not allow random public access to that parcel. There are no trails which evidence that the public ever used the steep parcel and certainly not on a regular basis. The MOU and the deed restrictions recites that Area A is not readily accessible to the public. The deed provides that, "This Open Space Easement does not include a right of public access."

11. **THIS TRANSACTION WOULD NOT SET A PRECEDENT FOR FUTURE SALES OF OPEN SPACE.** This transaction was a complex and unique transaction that required the delicate balancing of many public interests within a framework of litigation between numerous public agencies. The transaction also included the generous actions of a local family willing to bring peace between the public agencies and resolve a very problematic situation for which no other solution existed. The likelihood that those elements could come together again is doubtful, at best. This is not a precedent that will occur again in our lifetimes and it is certainly not a precedent for any cash-strapped city to simply sell a parcel of OS zoned land to raise cash.

ROCKEY & WAHL LLP

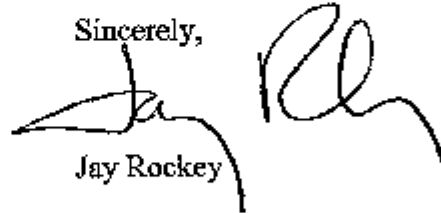
WESTLAKE VILLAGE

March 7, 2013

Page 5

Again we request that you approve the application to change the zoning on Area A from Open Space to R-1. Thank you for your consideration of this matter. We stand ready to provide you with any further information that you may require.

Sincerely,

A handwritten signature in black ink, appearing to be "Jay Rockey", written over the printed name.

Jay Rockey

CC: Via Panorama Trust

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

From: [redacted]
To: council@nvestates.org
BCC: [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

**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.
- If the reason for rezoning was to allow the parcels to be combined, that is

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

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
- The Owner has derived benefit from these illegal encroachments for over 30 years; these

**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>

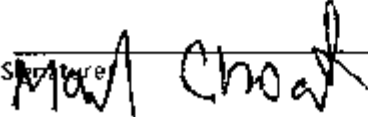
Signature: <i>Peggy A. Langan</i>	Address: <i>2404 Via Arroyo, PVE 92276</i>
Name: <i>PEGGY A. LANGAN</i>	Date: <i>3/6/13</i>

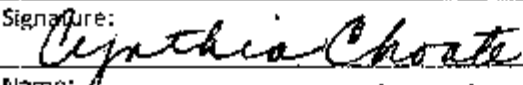
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to harbisonjohn@gmail.com or citycouncil@puestones.org, drop off at the Harbison's house at 915 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those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

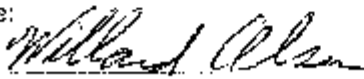
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Statement by PVE Residents about the 900 Via Panorama Application 2C-2/M-902-13**Submission for PVE City Council Meeting 3-12-13**

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: <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**

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

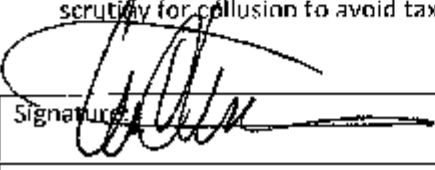
Signature:	Address:
Name:	Date:

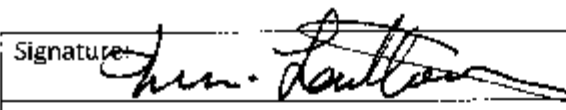
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**Statement by PVE Residents about the 900 Via Panorama Application ZC-2/M-902-13
Submission for PVE City Council Meeting 3-12-13**

- 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: 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.

**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: <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: _____

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.

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

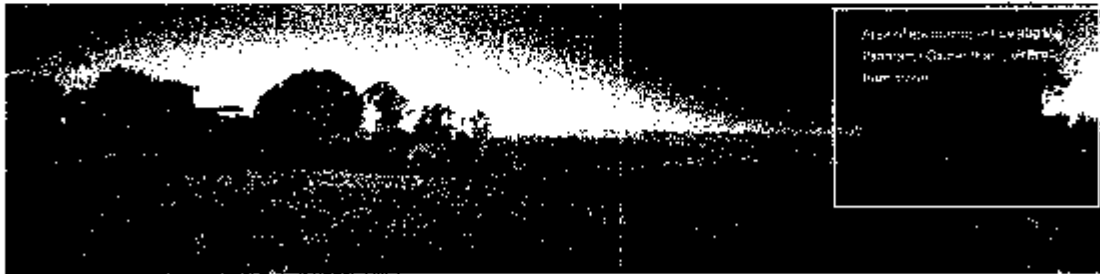
Signature: <i>Greg M. Winston</i>	Address: <i>2325 Via Acalante Pk</i>
Name: <i>GREGORY M. WINSTON</i>	Date: <i>3/7/13</i>

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.

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

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

- **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 (PVUSD), 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
Detailed Statement by John & Renata Harbison about 900 Via Panorama Rezoning Application
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***

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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.

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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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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 Hlogin 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

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

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- 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.

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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 PVF 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 Luglianis. 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

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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 PVF.

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

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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?

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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 PVFMC 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"?

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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?

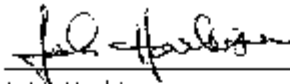
SUMMARY

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.

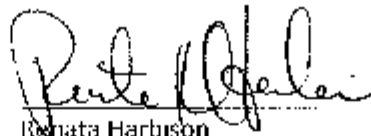
Beyond those very serious questions it would allow usage inconsistent with both the Protective Restrictions as well as the "open space" easements on the property that are controlled by the City. Any kind of structure would be in conflict with the normal parameters of open space and affect the views of 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,

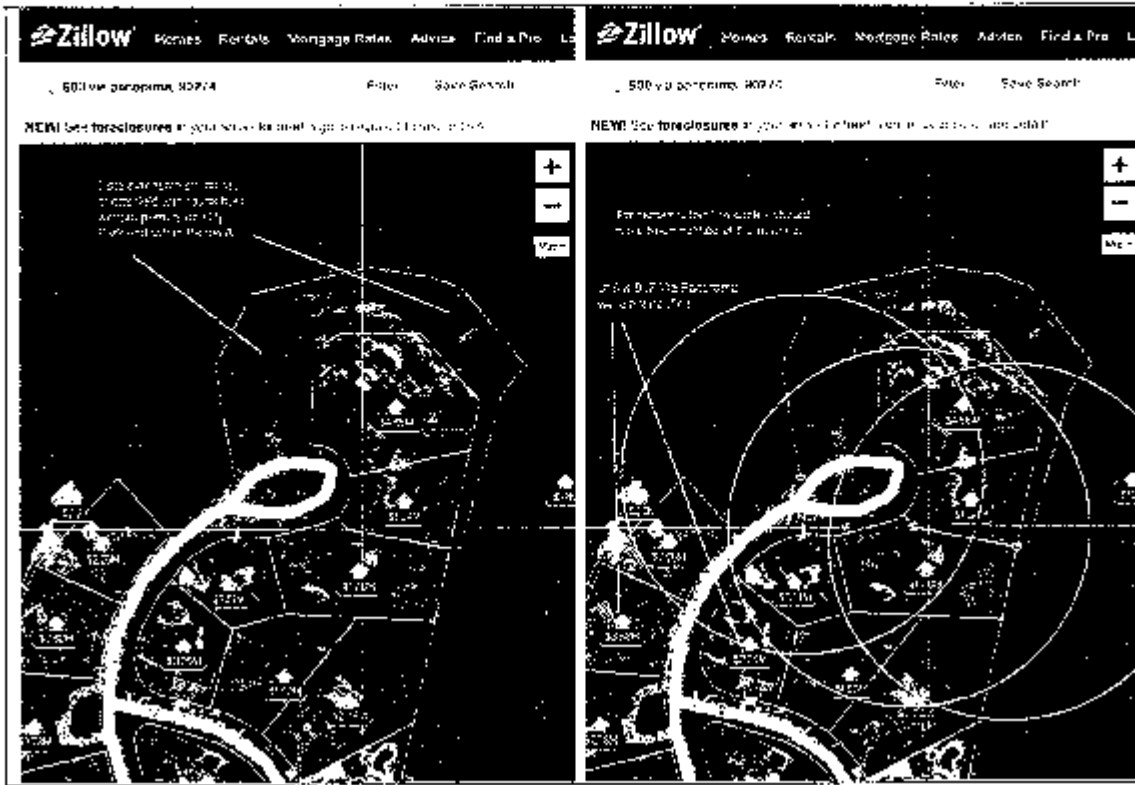


John Harbison
916 Via Panorama
March 4, 2013



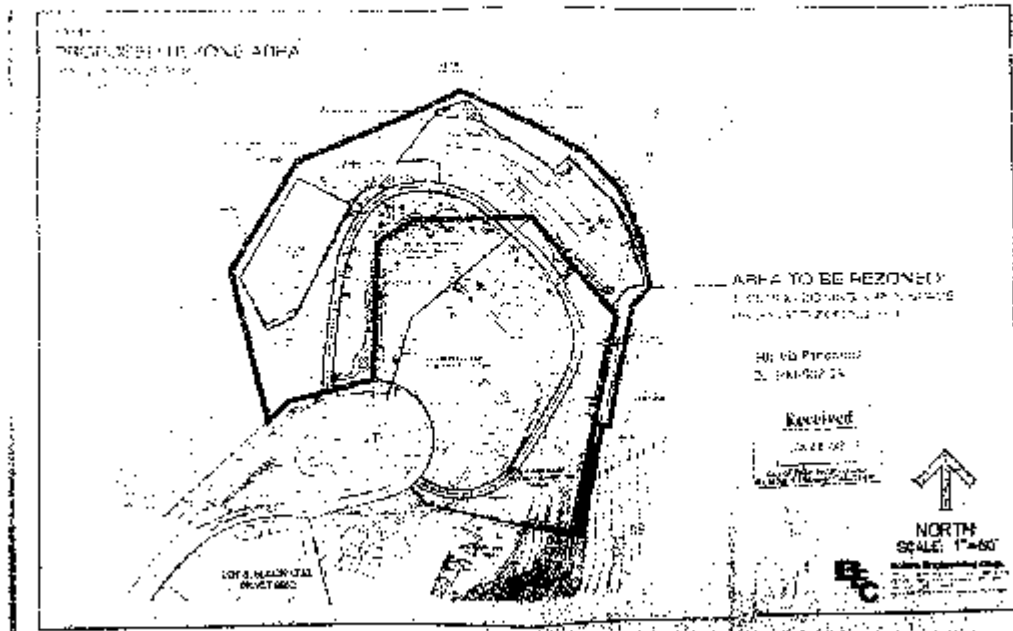
Renata Harbison
916 Via Panorama
March 4, 2013

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



The parkland on Via Panorama has one of the best views of the coastline, and people often stop and enjoy the view. Every 4th of July, people come there from all over PVE to watch the fireworks.

**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**



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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 sell claim without warranty to FALON 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 3 of Tract 4400, as per map recorded in Book 12, Pages 55 and 56 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 26, 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 Northeastern corner of Lot 3 in Tract 5883, as per map recorded in Book 78, Pages 47 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 1790.53 feet; thence along said curve 1523.89 feet to the beginning of a curve concave to the North and having a radius of 3325.50 feet; thence along said curve 243.74 feet to the beginning of a curve concave to the South and having a radius of 1774.48 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 18° 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 14 and 15, 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 53 inclusive of Maps, records of said Los Angeles County, due South 232.45 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 Southwestery and Westerly line of Lot A of said Tract 10320 to the most Southwestery 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 Northeastery 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 115.44 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 I in Block 1712, of said tract, lying Northeast of a line drawn from the Northwestery corner thereof to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeastery corner thereof, comprising an area of 0.073 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 10621, 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' 21" 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 59.87 feet; thence North 57° 16' 17" East 18.04 feet, more or less, to a point in the Westerly line of said Lot 1, distant thereon North 08° 43' East 5 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.

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It being the intent of bank to quitclaim all interests of every nature whatsoever in premises 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 thereto 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, Trustee, Palos Verdes Project.

State of California, County of Los Angeles.

On this 14th day of June, 1940, before me, M. Copp, 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.

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Witness my hand and official seal.

(SEAL)

H. Cupp, Notary Public

in and for said County and State.

#1545, Copy of original recorded at request of Grantee, Jan 21, 1946, 3:23 P.M.

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

T. H. Miller (153) Deputy.
\$2.10-16-F.

RESOLUTION #12

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. Reessler
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) as
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 accepted
by the following votes: Ayes: Councilmen Keeder, Smith, Sadler and Mayor
Kessler. 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 considera-
tion 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 1, 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 por-
tion of Lot B of Tract 4480, 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 beginning 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 311.43 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 said description and also the Northeasterly corner of Lot J 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 $89^{\circ} 45' 20''$ 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 3025.60 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 235.20 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 64.65 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 58 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 72.84 feet to the beginning of a curve concave to the Northeast,

tangent to said last-mentioned curve and having a radius of 150 feet; thence Southeasterly along said curve 27.55 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 323.89 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 6881, 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 61.16 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 thereat bearing North $67^{\circ} 19' 41''$ 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 $76^{\circ} 06' 06''$ 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 $15^{\circ} 54' 00''$ West along the Westerly boundary of said Tract 6883, 80 feet; thence North $76^{\circ} 06' 06''$ 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 659.86 feet; thence South $88^{\circ} 37' 00''$ West

11.80 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 $35^{\circ}31'57''$ East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South $83^{\circ}32'24''$ West 559.05 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 946 feet; thence Westerly along said last-mentioned curve 198.21 feet; thence South $73^{\circ}07'38''$ West 110.28 feet to a line that is parallel with said 18 feet Southeasterly, measured at right angles, from the line bearing South $67^{\circ}55'30''$ West in the Northwestern boundary of said Lot 3 of Tract 6885, as shown on said map of said Tract; thence South $67^{\circ}55'30''$ West along said parallel line, 121.39 feet to the Southwesterly line of said Lot 3; thence Northerly, Northeasterly and Northerly along the boundary of said Lot 1, to the point of beginning; enclosing an area of 1.41 acres, more or less, within the boundaries of said Lot J, and 1.19 acres, more or less, within the boundaries of said Lot V, and 6.58 acres, 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 $85^{\circ}38'27''$ East 4888.81 feet to the true point of beginning of this description; thence North $26^{\circ}20'50''$ West 40 feet; thence North $47^{\circ}39'25''$ East 31.21 feet; thence North $63^{\circ}39'10''$ East 16 feet; thence South $26^{\circ}20'50''$ East 56.60 feet; thence South $63^{\circ}39'10''$ 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 $86^{\circ}31'38''$ East 342.46 feet to the true point of beginning of this description; thence North $26^{\circ}20'50''$ West 40 feet; thence North $63^{\circ}39'10''$ East 65 feet; thence South $26^{\circ}20'50''$ East 50 feet; thence South $72^{\circ}23'56''$ West 51.36 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 $86^{\circ}48'14''$ East 1965.71 feet from said angle point marked "B"; enclosing an

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area of 0.13 acre, more or less. Item 2. The triangular portion of Lot 1 to Block 1712 of Tract 10320, as per map recorded in Book 24, pages 59 to 62 inclusive, of Maps, records of said Los Angeles County, lying Northeast of a line drawn from the Northwest corner thereto to a point on the Eastern line thereof one hundred (100) feet Southerly of the Northeast corner thereof, comprising an area of 0.079 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 set out 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 2604, page 27 and in Book 4018, page 276, respectively, of said Official Records; and in Declaration No. 5 of Establishment of Local Restrictive Restrictions, executed by said Bank of America and recorded in Book 2604, page 27 of said Official Records; and in Amendments Nos. 1 and 2 to said Declaration No. 5, executed by said Bank of America and recorded in Book 4019, page 276 and in Book 5543, page 28, respectively, of said Official Records; and in Amendment No. 3 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, assessments and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the arc lamp 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, assessments and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as is herein set forth in said.

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 here 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 6801 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 said imposed 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 1 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 Campestre), 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". (3) (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 1

to Tract 6885 and along the Northern line of said Lot 3 in Block 1712 of said tract, as per deeds dated January 25, 1929 and February 6, 1932 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 E 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 Northern line of Via Telen, as shown on said map of Tract 6885, which point is the intersection of said Northern line with a line bearing North $14^{\circ} 44' 25''$ West from the Northeasterly corner of Lot 1 in Block 1710 of said tract; thence along said line bearing North $14^{\circ} 44' 25''$ West, across Lots V, Y and 1 of said tract to a point in the Southeasterly line of Palos Verdes Drive, said Southeasterly line being that course bearing South $71^{\circ} 07' 28''$ 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.

(c) That the buildings and appurtenances of the Palms 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 Palms 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 provides 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 Palms 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 Palms 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 5 of said Declaration No. 3 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 corporation 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, 1942.

(Seal)

Palos Verdes Homes Association
 Val E. Hiltnerberger 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

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State of California (County of Los Angeles) ss: On this 14 day of June 1940,
 before me, Millican Throne, a Notary Public in and for said County, personally
 appeared ~~Walter E. Brown~~ Val E. Miltenberger, known to me to be the Vice president,
 and Everett M. York, known to me to be the Secretary, of Pinos 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)

Millican Throne Notary Public
 in and for the County of Los Angeles,
 State of California. My Commission
 Expires December 1, 1940.

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?

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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.

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**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, "MPI Goodhart confirmed with City Attorney Hagin 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
Submission for PVE City Council Meeting 3-12-13**

- 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."*

* * * * *

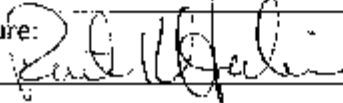
Beyond the above specifics on the rezoning request, we have significant concerns about the sale of public parkland to a private owner last year as part of the MOU. Unfortunately, we were not able to voice those concerns last year because of a flawed notification process whereby no one in the neighborhood 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:

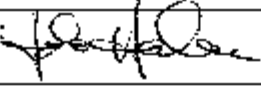
- This sale of parklands is unprecedented
- The sale transaction violates the CC&Rs covering this tract within PVE, and hence should never have been approved. Our understanding is that the City cannot sell public parkland without going through a complex and very public process.
- The sale transaction 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 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: 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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In this area, you can enter text about your contact form. You may want to explain what happens after a visitor submits the form and include a contact phone number.

First Name:

Last Name:

Email:

Enter comments here!

Comments:

☒ Permission to Post?

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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**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 7/21/12. 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>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.

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**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 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: <i>W. THOMAS GRAY</i>	Address: <i>1328 Granite Ct. Chula Vista, CA</i>
Name: <i>W. THOMAS GRAY</i>	Date: <i>3/5/12</i>

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 harbisonjohn@gmail.com or citycouncil@pveestates.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.

John Harbison <harbisonjohn@gmail.com>
"Ms. Renata Harbison" <renata_harbison@yahoo.com>
Fwd: 900 Via Panorama

March 7, 2013 12:30 PM

1 Attachment: 347 KB

Sent from my iPhone

Begin forwarded message:

From: Kevin J. Langan <sevin.langan@cox.net>
Date: March 7, 2013 12:07:00 AM EST
To: <harbisonjohn@gmail.com> "citycouncil@sevestates.org.", "renata_harbison@yahoo.com"
Cc: "Kevin J. Langan" <sevin.langan@cox.net> "Peggy A. Langan" <peggy.langan@cox.net>
Subject: 900 Via Panorama

Please see our position on this issue:

Kevin J. Langan
900 Via Panorama
Santa Verde, Etna, CA 95278
(415) 771-9761 - home
(415) 424-7466 - mobile
(415) 411-0111 - fax
sevin.langan@cox.net

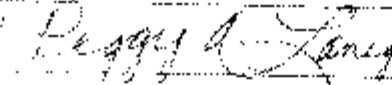
ke

**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 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 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 1/24/12. 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 collection to avoid taxes.

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 316 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 packet sent to City Councilmembers in advance of the meeting on March 12th.

**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 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 PVEUSD 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: <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>

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.

John Harbison <harbisonjohn@gmail.com>
To: Renata Harbison <renata_harbison@yahoo.com>
Fwd: 900 Via Panorama App.

Mon Feb 20 2012 17:41:51

1 Attachment (212 KB)

Begin forwarded message:



**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: _____
Name: _____	Date: _____

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 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.

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!!

**Statement by PVE Residents about the 900 Via Panorama Application ZC-7/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: <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: _____

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.

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

March 5, 2015, 9:11 AM

Begin forwarded message:

From: Reed, Herman <[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 AFOT uncomfortable with the city's position 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 expected to have and I would personally like to see the opinion of the city attorney who advised you on this transaction.

Reed, Herman
900 Via Aurora
Aurora, Colorado 80011

John Harbison <[REDACTED]>
 From: Renata Harbison <renata_harbison@yahoo.com>
 Re: Statement re:900 Via Panorama

March 6, 2013, Sunday

Thanks. I received both.
 On Mar 6, 2013, at 8:34 PM, [REDACTED] wrote:

I have just mailed a printed statement to you. It is signed by both of us, Gail and Karl. In addition I had another signed
 cousin at 10000 SW Slaughter Bayview Coner. Please let me know if you received them.

We hope that you had a good night home. Happy Birthday!
 Gail

See you soon (iPhone)

On Tue Mar 5, 2013, at 4:58 PM, John Harbison <[REDACTED]> wrote:

Thanks for the edit, Gail. I fixed that and posted the new version on our website.
 John

On Mar 6, 2013, at 10:34 AM, Renata Harbison <[REDACTED]> wrote:

Renata Harbison
 916 Via Panorama
 Palos Verdes Estates, CA 90274

p: 310.373.2349
 f: 310.349.3391
 c: 310.283.2445
 Email:

Begin forwarded message:

From: Karl Wasserman <[REDACTED]>
Subject: Statement re:900 Via Panorama
Date: March 6, 2013 12:24:51 AM EST
To:

Dear Renata and John:

Great work!!!! We hope that the turn out will be good again.

Please note on your detailed presentation on page 9 line 2, I think the date you meant was 5/08/12 (not 5/06/13)...

"...attorney was present in the 5/08/13 Council meeting"

Hope you had a wonderful trip and enjoyed the birthday celebrations.

Gail

**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 1/24/12. However that principle seems to have been violated in this aspect of the Resolution approving the MOU. Why?

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

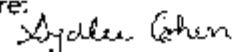
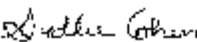
Signature: <i>Karlman Wasserman</i>	Address: <i>904 Via Mirada PVE</i>
Name: <i>Karlman Wasserman</i>	Date: <i>3/06/13</i>

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (210) 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 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?

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: 27116 Paseo del Mar Palo Verde Estates, CA 90274
Name: 	Date: March 6, 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 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.

John Harbison <[redacted]>

March 6, 2015, 4:51 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, 2015 4:26:47 PM PST
To:

From: Name [redacted]
User Name: [redacted]
Email Address: [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 transparent and done openly, in good faith and should only be made if it is 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.

Permalink: [redacted]

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

John Harbison

1 Attachment, 1.1 MB

Sent from my iPad

Begin forwarded message:

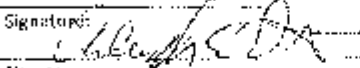
From: Arleigh E. Dawson
Date: March 1, 2013, 5:24:24 PM EST
To:
Subject: Parkland

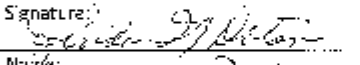
John Harbison
We hope to be able to attend the City Council Meeting
on 3/6/13
Linda & Renee Dawson

Statement by PVE Residents about the 990 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 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

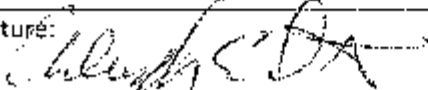
Signature: 	Address: 972 Via Panorama PVE
Name: Linda W. Dawson	Date: 3/6/13

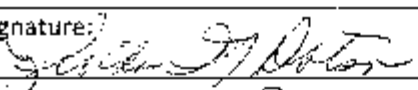
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3181, by email to john@pva.org or john@pva.org, drop off at the Harbison's house at 516 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City 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 <@1>
 Renata Harbison <1@1>
 Fwd: eFax message from "unknown" - 1 page(s), Caller-ID: 310-378-0950

March 11, 2013 12:07 PM PST

2 Attachments (2 KB)

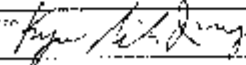
03-07-2013 11:05 FAX


00001

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

the CDSRs 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."

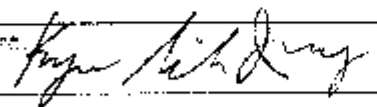
Signature: 	Address: 920 Via Mirada
Name: Kyu Suk Jung	Date: March 7, 2013

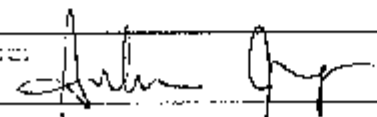
Signature: 	Address: 920 Via Mirada
Name: Inhee Jung	Date: 3/7/2013

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

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

John Harbison <[redacted]>
To: 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.

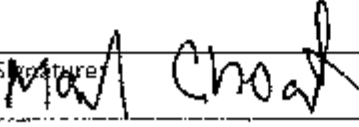
[Thank you,
[
[Cindy Choate

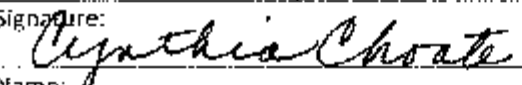
[

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

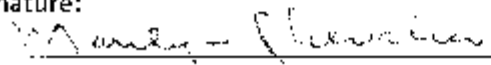
Signature: 	Address: 2453 Via Sonoma
Name: CYNTHIA J. Choate	Date: MARCH 7, 2013

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@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.

58 of 67

John Harbison <john@pvestores.org>
 To: Renata Harbison <renata@pvestores.org>
 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?

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>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 john@pvestores.org or citycouncil@pvestores.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.

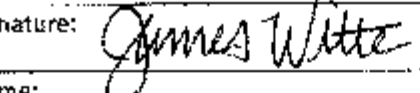
59 of 67

**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?

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

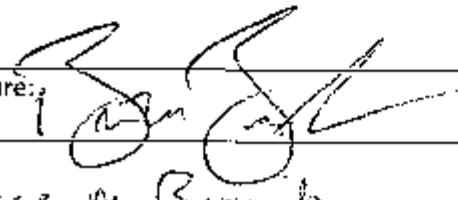
Signature: 	Address: 1504 Via Lopez
Name: James Witte	Date: 3/7/13

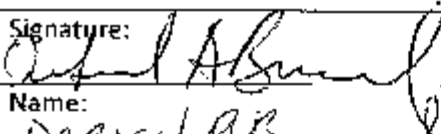
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to: citycouncil@pvstates.org, drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received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

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: 912 Via Mirada PVE
Name: Bruce M. Brown	Date: 3-6-13

Signature: 	Address: 912 Via Mirada 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.

AGNEW BRUSAVICH
SERIOUS INJURY LAWYERS

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

Daniel V. Favero
Administrative
.....
Inge 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:


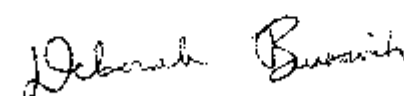
We have lived with our family at 912 Via Mirada for over 20 years. One of the reasons we purchased the home was the existence of the parkland behind our property line (RPV) and the adjoining parkland surrounding the homes on Via Panorama and Via Mirada.

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,

 
Bruce and Deborah Brusavich

620 + 67

Peggy Tsutsui <peggytsutsui@comcast.net>
 To: john@palosverdes.com
 Re: 900 Via Panorama Parkland Rezoning Issue

March 7, 2013 11:20 PM

Attachment: 181 KB

Renata,
 Here it is.
 Peggy

On 03/05/13, Renata Harbison <renata@palosverdes.com> wrote:

Dear Friends and Neighbors,

We would like to share our latest update on the 900 Via Panorama Rezoning issue with you.

I've spoken to and/or had email exchanges with some of you since the Planning Commission voted against rezoning on 2/19/13, and some of you have indicated you have written or plan to write letters. John and I appreciate all of your support and efforts to protect and maintain the parkland/open space in PVE that makes the City so special.

Please note the following:

Written material **MUST BE SUBMITTED BY 5:00 PM THURSDAY, 3/7/13** for the material to be included in the packets sent to the Council members in advance of the meeting.

The Palos Verdes Estates City Council will be meeting at 7:30 pm on Tuesday 3/12/13 to decide on the rezoning application.

Strong turn out is critical to realizing a favorable outcome. Having observed the last City Council Meeting on 2/26/13, in which a packed house and two dozen angry residents speaking their mind caused the Council Members to reverse their position and unanimously reject staff's recommendation.

Encourage your friends to attend – it works.

We've set up a website at www.900via.com with photos and links to download all the publicly available documents, including links to articles in the Daily Breeze and Peninsula News.

Our movement is growing, and some prominent residents are organizing to mount and fund a legal challenge to last year's sale of this parkland to a private owner.

Attached is our new letter. It factors in what we learned at the PVE Planning Commission meeting on 2/19 as well as further research into the underlying deeds. The evidence adds up to a compelling case that the transaction as approved last year was illegal.

Please note that we have included two versions of the letter in pdf format:

Detailed Statement by Harbisons (long)

Statement by PVE Residents (short)

If you have difficulty printing, please let us know. We will try to get a hard copy to you.

If you would like MS Word version of our detailed letter so you can adapt it (if that is what you prefer), please let us know. Since it's a pretty big file, we don't want to unnecessarily clog your inbox.

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@palosverdes.com, or by hand delivery to City Hall or drop off at the Harbisons 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 Council Members in advance of the meeting on March 12th.

Please note we are in still in Philadelphia and are planning to return to PV tomorrow night...weather permitting! We are hoping to avoid the snowstorm heading our way!

Best regards,

John and Renata Harbison

Renata Harbison
 916 Via Panorama
 Palos Verdes Estates, CA 90274

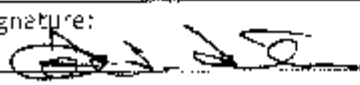
p: 310.373.2349
 f: 310.349.3381

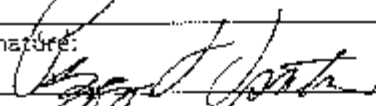
63 of 67

**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?

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

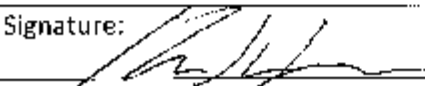
Signature: 	Address: 1008 Via Mirabel
Name: Peggy T. Tsutsui	Date: PVE, CA 90274 3-7-13

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@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



Fax

To: John Harbison **From:** Valerie Gorsuch
Fax: 1-310-349-3381 **Pages:** 3 plus cover
Phone: **Date:** 3/7/2013
Re: 900 Via Panorama **CC:**

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

* Thank you for doing this. I can't be there tonight but I fully support you and will help in the future.

Valerie Gorsuch

420 Via Media

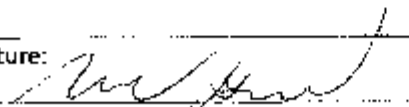
(310)373-7980

66 cA k7

**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.



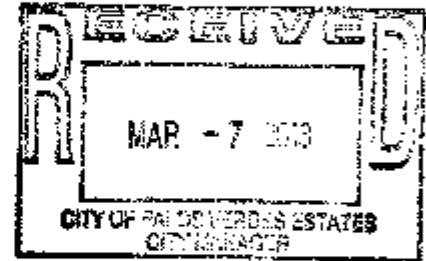
BARNETT & CO.

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.

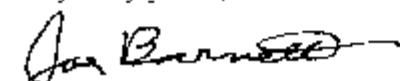
I would also like to take this opportunity to correct both the City Attorney and the Assistant City Attorney in their misstatements concerning who made so many changes and additions to the parkland adjacent to 900 Via Panorama. They have made the statements both in the MOU and in the discussion leading 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 Dr. & Mrs. Lugliani
Street Address 457 Calle Mayon
City & State Redondo Beach, CA 90277

MAIL TAX STATEMENT TO

NAME 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

CHARLOTTE HAAGEN

STATE OF CALIFORNIA

COUNTY OF PALOS VERDES

on September 19, 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,Known to me
or by 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. 74-3640-2 - 2nd Recession of Loan No. 74-02-640:OK:rm 406.507

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.

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 Tax

By: *[Signature]*
Recorder Agent

Grant Deed

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
Harrison A. Storms, Jr. and
Phyllis Storms

WITNESSES my hand and official seal
this 6th day of May, 1969.

My Commission Expires August 5, 1971

788074

250-777

NAT. REC
SEP 2 00

347

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.



MEMORANDUM

Agenda Item #: 8
Meeting Date: 3-12-13

TO: DAN DREILING, CITY MANAGER

FROM: ALLAN RIGG, DIRECTOR OF PUBLIC WORKS

SUBJECT: PC-355-12; APPLICATION TO REMOVE 1 CAROB TREE
LOCATED IN THE PARKWAY ADJACENT TO 453 VIA
ALMAR

APPLICANT: BRIAN AND DOMINIQUE PHEIFFER
452 VIA ALMAR
PALOS VERDES ESTATES, CA 90274

DATE: MARCH 12, 2013

History

This application requests removal of one Carob tree that is located in the parkway adjacent to 453 Via Almar. The tree is on the right side of the driveway on the Via Aronitas side of the property. The application was reviewed by the Parklands Committee at their meeting on February 11, 2013. After hearing significant testimony from the public both in support and in opposition to the application, the Committee recommended that the City Council deny the application (3-2, Chooljian and Schoenheider dissenting).

In the application, the applicant indicated the primary reason for the application was the obstruction of the view by the tree. Additional reasons cited by the applicant were neighborhood character and public safety.

The applicant submitted a PowerPoint presentation with the application that included a picture of the tree from the Pheiffer's residence, a picture of Malaga Cove School from page 39 of "The Palos Verdes Story" and a picture of the Haggarty Estate in 1928 from page 25 of the "Peninsula Past". The PowerPoint presentation indicated the Carob tree blocked the view from a number of residences that included the applicant's residence, 500 Via Almar, and 508 Via Almar. Additional reasons cited indicted the carob tree was old, non-native, not part of the original palm landscape in Malaga cove, not compatible with the neighborhood, a liability to the City, and a nuisance to the neighborhood of lower Malaga Cove.

Discussion

Since 2000, 17 American Elm trees, four Carob trees, two Victorian Box trees, two Chinese Elm trees, one Sycamore tree, one Canary Island Date Palm, one Brazilian Pepper tree, one Aleppo Pine tree, one Cow Itch tree and one Coccilus tree have been approved and removed from Lower Malaga Cove Area. In the same time period, applications for the removal of one American elm tree and two Carob tree were denied.

The four Carob trees removed were located at 501 (2) and 453 (1) Via Almar and the Neighborhood Church (1). The 2 Carob trees denied are at 501 Via Media and the present application that is being appealed.

The applicant indicated the tree was old. This tree's exact age is not able to be determined without extracting a core. If the Carob trees were planted hypothetically in 1930 they would be 83 years old. The tree is not a California native but originates in the Eastern Mediterranean region that has a similar climate to Palos Verdes Estates. The records available in the Home Association regarding the original planting plan for lower Malaga Cove could not be confirmed.

Via Aromitas was once lined with Carob trees and it was the neighborhood character. Three Carob trees have been removed from the upper end of this street but the remainder of the street has existing Carob trees. One Carob tree was removed by the City due to extensive decay that could not be managed. Currently 35 Carob trees exist in Lower Malaga Cove on public property.

The Carob trees were declared a liability by the applicant. This was concluded as indicated by the applicant by the decision to remove many Carob trees in the cities of Santa Monica, Glendale and Pasadena. It should be noted that Carobs with a high potential to fail were removed. Structurally sound Carob trees were not. Many of the targeted trees were damaging sidewalks and required regular root pruning which added to the liability and reduced the safety of the trees. The decision to remove the Carob trees involves many criteria. The conditions of the tree as well as the conditions it is causing are both necessary considerations relative to public safety. A little less than one-half of the Carobs in Santa Monica's inventory of 630 Carob trees were included in the list for removal or some other action. In Pasadena the trees were considered hazardous tree that had lifted up the sidewalks. After review by the Design Commission, the city reduced the number of Carob tree removals from 163 to 25. It appears the reason they were hazardous was due to the condition created for trip and fall on the sidewalk. General observations of the trees may account for the applicant's liability concerns as fungal bodies and cavities exist in the trees. In one case, a resident has installed a structure to support the trunk of the Carob tree.

In Palos Verdes Estates, the Carob trees have been pruned with safety always in mind. Maintenance for safety is the reason the City trims trees. The City's policy for trimming is to maintain the forest in a safe condition and only remove trees when it is the last option. Reducing or removing branches with decay to reduce the failure potential is

routinely done. Identifying liability risks in the form of potential targets, such as roofs, cars in driveways, balconies, walkways, and pedestrians, are accounted for when directing trimming maintenance activities. The tree in the application was trimmed very recently and a number of branches removed that had high potential to fail. The remaining cavities in this tree are still manageable.

Tree Characteristics

Name	Carob (<i>Ceratonia siliqua</i>)
Native to	Eastern Mediterranean Region
Habit	Low spreading canopy with evergreen foliage
Water needs	Moist to dry
Average Height	35-feet
Growth rate	Moderate-2-feet per year
Longevity	Greater than 150 years
Branch strength	Medium
Litter issue	Dry Fruit
Root damage potential	High
Health hazard	None known
Current estimated size	32-feet tall by 25-feet wide
Current condition	Healthy and recently trimmed for safety

Alternatives Available to the City Council

1. Approve PC-355-12 to remove one Carob tree located in the parkway adjacent to 453 Via Almar according to the 'Standard Conditions for Tree Removal Approvals' and require \$500 to be paid to the 'Tree Bank'.
2. Approve PC-355-12 with modifications.
3. Deny PC-355-12.

Recommendation

This is a matter of Council discretion.

- Attachment A: News articles regarding other cities' removal of carobs
 B: Staff report to Parklands Committee
 C: Additional Correspondence

Advertisement

ATTACHMENT: A

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Pasadena : Carob Trees to Be Removed

January 27, 1991

City crews will remove 25 old, hazardous carob trees that have pushed up the sidewalks and street along Glen Avenue between Hammond Street and the northern city limits.

The trees will be replaced with 2-foot-tall trees. An additional 27 new trees will also be planted along the street.

Last week, City Directors approved spending \$23,000 to remove the carob trees and plant the 50 new trees after the city's Design Commission recommended reducing the number of carob trees to be removed from 163 to 25.

FROM THE ARCHIVES

[Christmas Trees Will Be Picked Up for Free](#)
[December 20, 2005](#)
[San Juan Capistrano](#)
[April 6, 2009](#)

FEATURED



Are raspberry ketones a 'miracle' fat burner? Dr. Oz weighs in.



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Los Angeles Times

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City Prepares to Remove Carob Trees

By Jorge Casuso

November 24 – The City of Santa Monica will begin removing 44 failing carob trees, many of them in the upscale North of Montana neighborhood, pending the go-ahead from the City Council Tuesday night.

The decision comes six months after the council delayed action when residents complained the City failed to inform them that some 300 carob trees were slated for removal across the city.

The City already has removed 98 of the trees deemed at "high risk of failure," meaning they were likely to fail, had a large part that was likely to fail and were in "high-use" areas, said Walt Warriner, the City's urban forester.

After further study, 189 trees with a lower risk of failure were reassessed by the City, Warriner said. Of these, 177 trees are recommended for removal – 74 have "very poor viability," 91 have "poor viability" and 12 "moderate viability." The other 12 trees will be pruned.

"None of the 177 trees were considered to be in good health or condition," Joan Akins, acting director of Community Maintenance wrote in a report to the council. "The displacement of pavement by roots and the associated root pruning requirements limits their viability as street trees."

Signs will be posted on the targeted trees, and the trees will be removed two weeks after the posting.

Members of Treesavers, a group formed to fight the removal of Downtown ficus trees, said there is a better relationship between City officials and residents.

"It seems that they're improving their dialogue with neighbors," said Jerry Rubin, the leader of Treesavers. "But we want to get more information and details. They're trying to save a few, and that's positive as well."

Residents had complained that the City did not inform them of plans to remove 300 of the city's 630 carob trees officials said were failing, putting property and residents at risk.

The residents only found out about the plan when the City called a press conference to announce its plan. The conference drew more residents than reporters. The council then delayed the item and reassessed the trees.

During the past six years, staff has recorded nearly 90 failures of carob trees throughout the City, Akins said. Of those, more than 40 have taken place since July 1, 2005.

Two of the tree failures have damaged cars, and there have been four known limb failures, she said.

"The tree failures have occurred during all types of weather and range from limb to total tree failure," Akins wrote in her report.

"The majority of the failures involve decay in the limbs, the trunk, or root mass," she wrote. "The presence of this decay is not always visible on the tree's exterior."

City staff has been working with neighborhood associations to select appropriate species to replace the trees slated for removal, Akins said.

The plan to remove the carob trees comes in the wake of the controversial removal of

"The tree failures have occurred during all types of weather and range from limb to total tree failure," Joan Akins

relocation of 30 of the 157 figus trees that line 2nd and 4th streets Downtown to pave the way for an \$8.2 million streetscape project.

Treesavers has called on the council to establish a Tree Commission that would give residents a say in planning the city's urban forest.



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City: LOS ANGELES

TOP STORIES



Frank Gehry Designing Hotel Tower and Art Museum For SaMo



Council Candidate Wants Sunset Rail Line, Riverside Streetcar

More Tree Carnage: Santa Monica Wants To Remove 300 Carob Trees

Friday, April 25, 2008 by Dakota Smith



Already embroiled in a debate over the removal of 23 ficus trees from around 2nd and 4th streets, Santa Monica officials now want to remove and **replace 300 carob trees**, reports the *Argonaut*. While it's not clear where those trees are located, the "trees are aging and many are reaching the end of their life span" so need to be replaced, according to a community forester. Not unexpectedly, angry Santa Monicans are already gearing up for a new battle. Via the paper: "Several concerned neighbors and residents showed up for a press conference held on April 22nd at the corner of 12th Street and Montana Avenue with Vintonir and Palachek, where [city officials] explained the need for the removal of the carob trees and answered questions. 'I'm disgusted with the city,' said concerned neighbor Brian Varnum about the city's plan to remove the 300 carob trees." The City Council, who apparently would do well by hiring some sort of crisis-management public relations team at this point, hears the proposal on May 13th. No immediate reaction from the Treesavers, the group trying to save the ficus.

• **Santa Monica: City unveils plan to remove 300 'high-risk' carob trees** [The Argonaut]

• **Ficus Tree Debate: City Officials Try To Spoil the Locals** [Curbed LA]

10 Comments

Photo credit: iStock!

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ATTACHMENT: B

M E M O R A N D U M

Agenda Item #: 1
 Meeting Date: 2-11-13

TO: MEMBERS OF THE PARKLANDS COMMITTEE

FROM: CARL MORITZ, CITY FORESTER

SUBJECT: PC-355-12; APPLICATION TO REMOVE 1 CAROB TREE
 LOCATED IN THE PARKWAY ADJACENT TO 453 VIA
 ALMAR

APPLICANT: BRIAN AND DOMINIQUE PUCHER
 452 VIA ALMAR
 PALOS VERDES ESTATES, CA 90274

DATE: FEBRUARY 11, 2013

This application requests removal of 1 Carob tree that is located in the parkway adjacent to 453 Via Almar. The tree is on the right side of the driveway on the Via Arroyos side of the property.

Tree Characteristics

Name	Carob (<i>Ceratonia siliqua</i>)
Native to	Eastern Mediterranean Region
Habit	Low spreading canopy with evergreen foliage
Water needs	Moist to dry
Average Height	35-feet
Growth rate	Moderate-2-feet per year
Longevity	Greater than 150 years
Branch strength	Medium
Litter issue	Dry Fruit
Root damage potential	High
Health hazard	None known
Current estimated size	32-feet tall by 25-feet wide
Current condition	Healthy and recently trimmed for safety

Actions taken by this Committee are advisory. The City Council will take action on all appropriate items on Tuesday, February 26, 2013.

Actions taken by this Committee are advisory. The City Council will take action on all appropriate items on Tuesday, January 22, 2013.

Available Alternatives

1. Approve PC-355-13 Approve the removal of 1 Carob tree located in the parkway adjacent to 453 Via Almar according to the 'Standard Conditions for Tree Removal Approvals'. Require \$500 paid to the 'Tree Bank'.

2. Approve PC-355-12 with modification.

3. Deny PC-355-12.

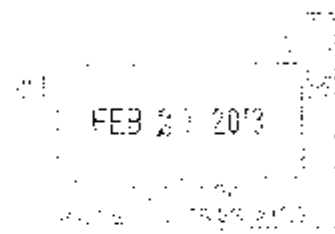
Recommendation

This is a matter of Committee discretion.

Dominique & Brian Pheiffer

452 Via Almar
Palos Verdes, CA 90274
310.378.5788
310.378.5787 fax

February 21, 2013



PVE City Council
340 Palos Verdes Drive West
Palos Verdes Estates

Dear City Council Members:

We would like to appeal the decision of the Parklands Committee that was made on February 12, 2013 application #PC-355-13.

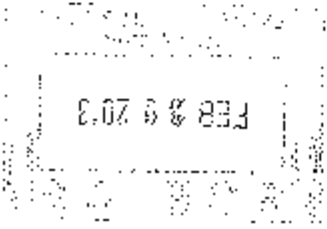
We would like to appeal this decision because: the people who spoke against the application were not representative of Lower Malaga Cove homeowners, not all the claims were factual, and the committee heard emotional pleas instead of rational arguments.

If you have questions or comments please contact me, Dominique at 310.378.5788 or buenavista@pheiffer.net.

Thank you for your consideration on this.

Brian Pheiffer
Dominique Pheiffer

A handwritten signature in black ink, appearing to be "DP", written over a horizontal line.



Dominique Pheiffer

Thank you so much in advance for any help or information you can give us so that we may participate in both activities.

"important details agenda" for the choral performers.
the culmination of several months of hard work. Please let me know if you need me to bring our tickets or the schools,
district and PTF each elementary school in the district is assigned a single evening for their performance. The concert is
with the rest of the Montemalaga chorus. (she actually has a speaking part) This program is funded by the school
our 4th grade daughter who attends Montemalaga Elementary is performing at the Morris Theatre, "America, My Home"
Tuesday, February 26 @ 7:30PM. Unfortunately, I have just realized that we have a conflict on Tuesday 26 @ 7:30PM.
Committee's decision on item # PC-355-13 from the Parklands Meeting February 12, 2013 at the City Council Meeting on
Thank you for taking the time to speak with me today. As I had mention Brian and I would like to appeal the Parklands

Vicki-

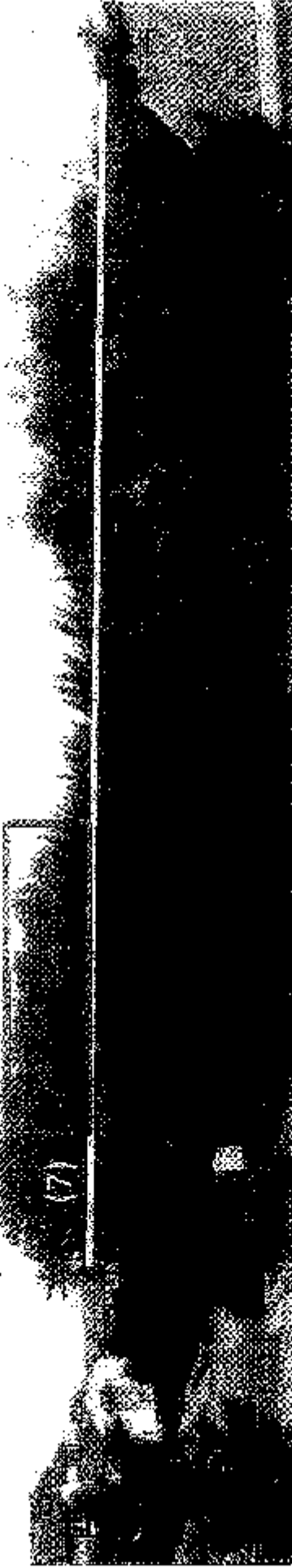
From: Dominique Pheiffer [mailto:
Sent: Wednesday, February 20, 2013 12:15 PM
To: City Council
Subject: request to postpone Parkland item PC-355-13 on City Council Meeting

Vickie Kroneberger

Major view blockage along Via Almar

- Private trees at 453 Via Almar were decided by arbitration to be blocking our ocean view

Carob tree (2)



- The city carob tree meet the same view blockage (in between the trees trimmed or removed by arbitration 2/6/13)

Carob tree (2)



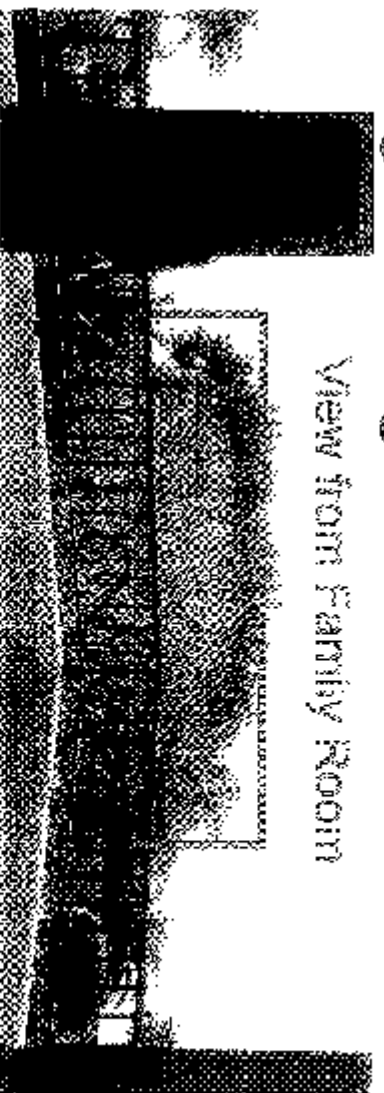
Major ocean blockage along Via Almar

- Specifically impacting:

- Pheiffers at 452 Via Almar

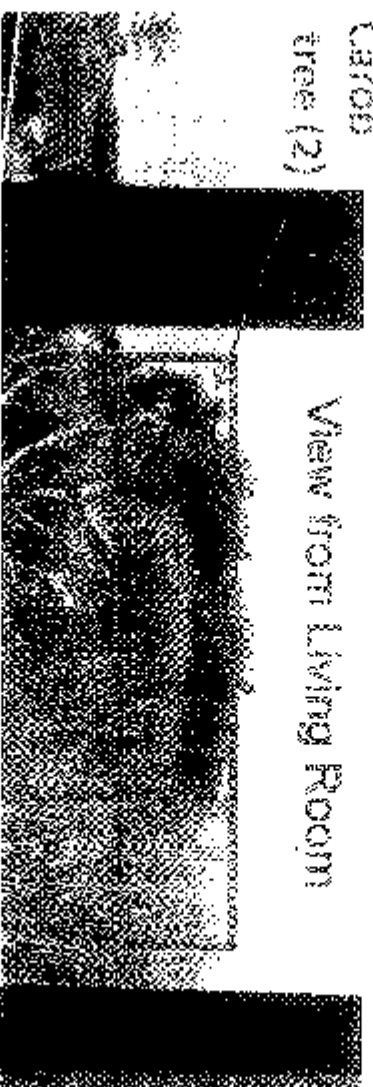
(shown right)

- Ellis at 500 Via Almar
- (shown below)

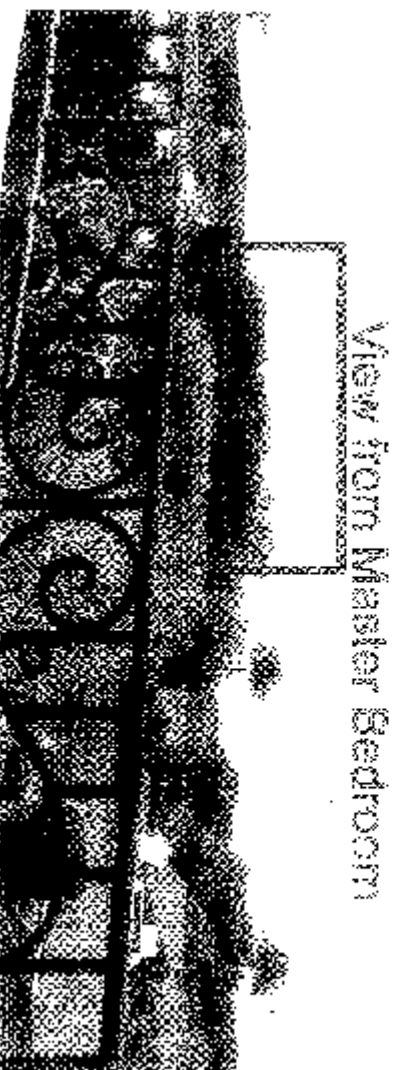


View from Family Room

Carob tree (2)



View from Living Room



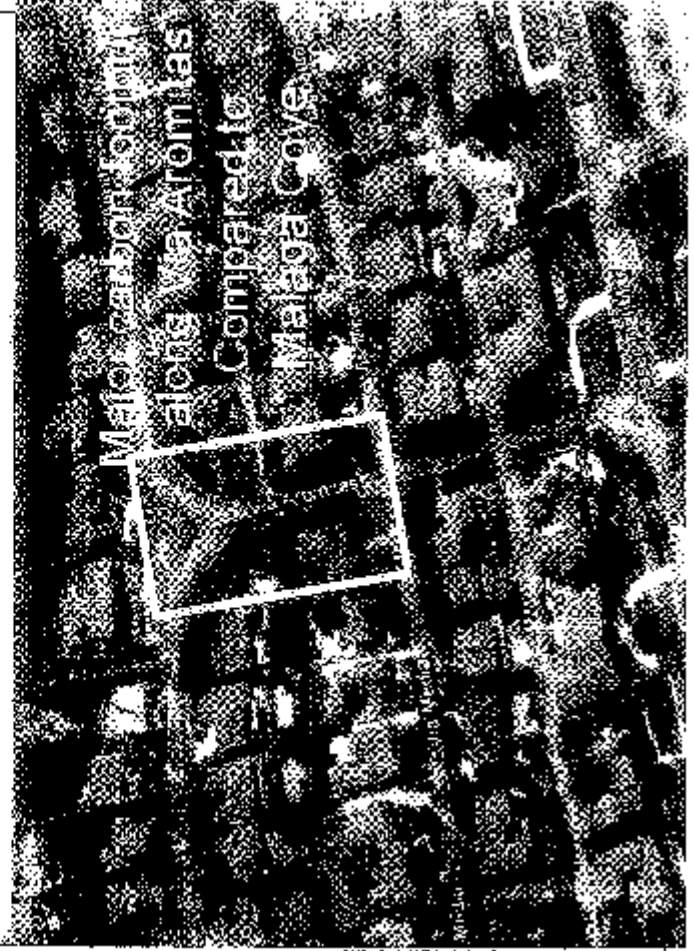
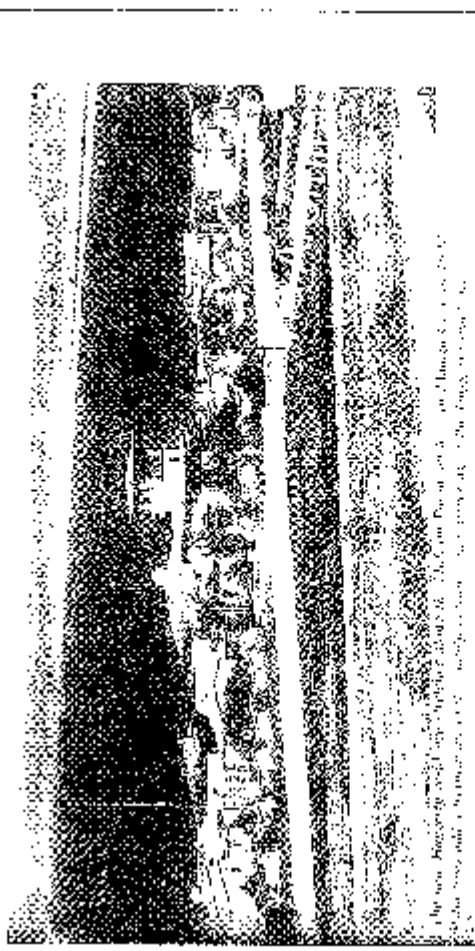
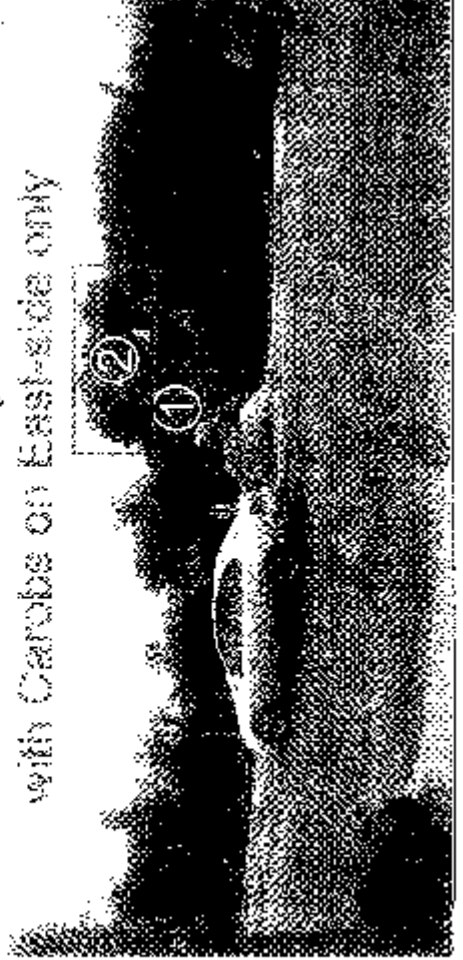
View from Master Bedroom

Carobs not compatible to the Malaga Cove neighborhood of palm trees

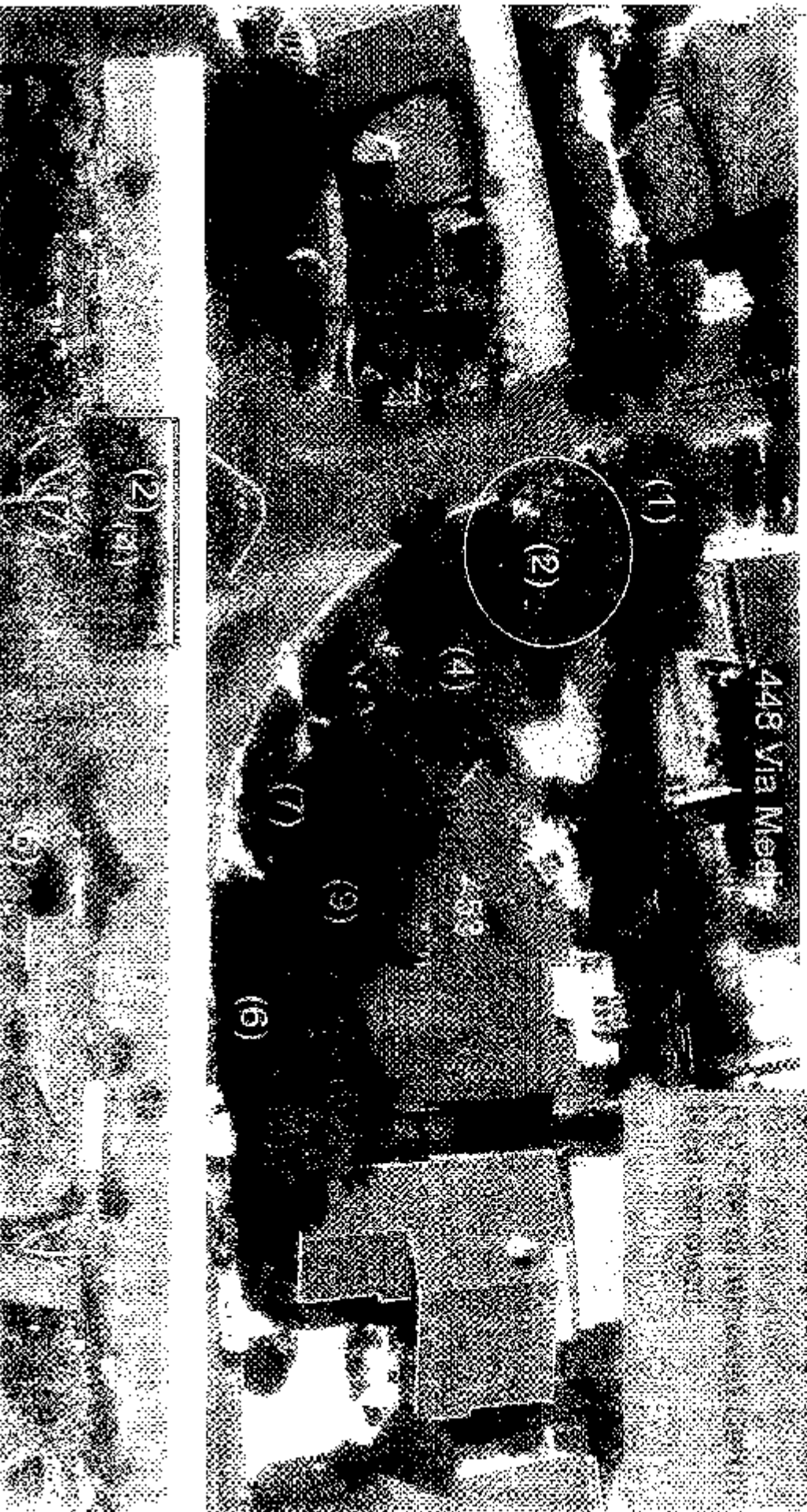
Carob trees A, B, C removed in ~2007



Via Aromitas non-symmetrical with Carobs on East-side only



Carob (2) removal does not
impact privacy or shade





CityGIS

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2013 09.31

CITY OF PALOS VERDES ESTA S

PARKLANDS COMMITTEE APPLICATION

Date Received: 1/22/13

Receipt# 15917

Fee \$ 1627

Parklands Committee Application# PC- 355-13

Address of project 453 Via Almar

Applicant/Contact Name Brian & Dominique Phiffer

Applicant Phone # 310 348 5488 Applicant Fax# 310 348 5487

Applicant Mailing Address 452 Via Almar

Applicant E-mail BUENAVISTA@PHIFFER.NET

Proposed project: Remove old city carab tree (2) on map (2)

453 Via Almar

Submittal Requirements

1. Completed application form.

2. Letter explaining reason for application.

3. Plans/pictures, if needed to determine the applicable tree(s).

4. Fee.

5. One applicant/contact person only, is allowed per application.

Submittal Recommendations

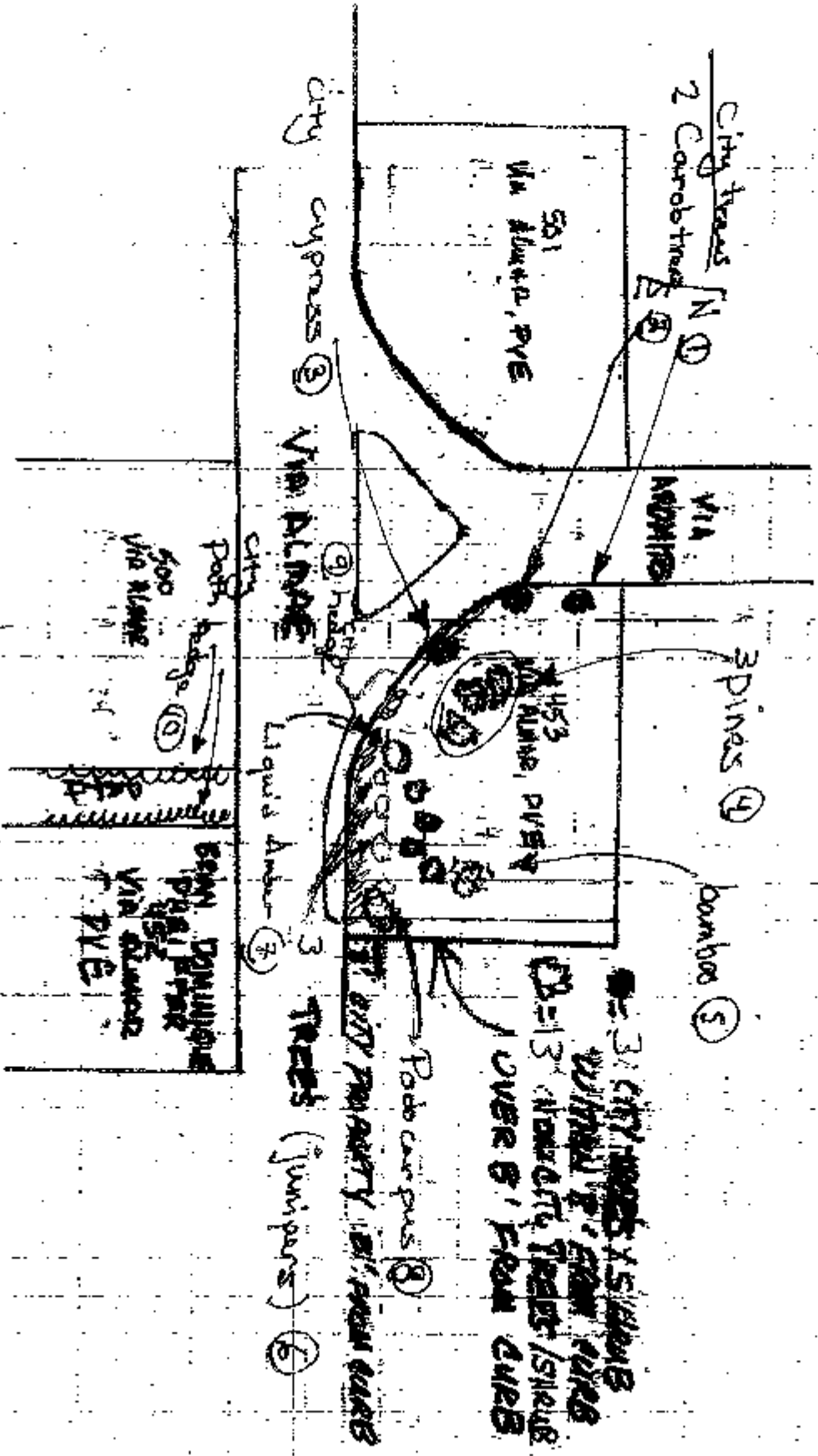
1. The number of trees should be less than ten (10).

2. In the event the property lines cannot be clearly established, it is recommended the applicant provide a legal survey to verify the location of each tree in question.

3. It is recommended that the applicant attempt to communicate with the residents affected or adjacent to the proposed work. Submit any responses from neighborhood to provide a

consensus before the application is heard by the Committee.

BRIAD + DOMINIQUE PLANTER
 452 VIA ALMA
 DVE. 44 90274



Date: 1/17/13

Attention: Parkland Committee, City of Palos Verdes Estates

We request the permission to remove one city Carob tree along Via Aromitas on the property of 453 Via Almar, shown as (2) on the attached map.

This non-native Carob tree along Via Aromitas is not only a view blockage for the Pheiffers at 452 Via Almar, but also for most residences along Via Almar, including the Ellis' at 500 Via Almar and the Robbins' at 508 Via Almar. As shown in Figure 1, the city Carob tree is the main view blockage of the ocean view for the Pheiffers.

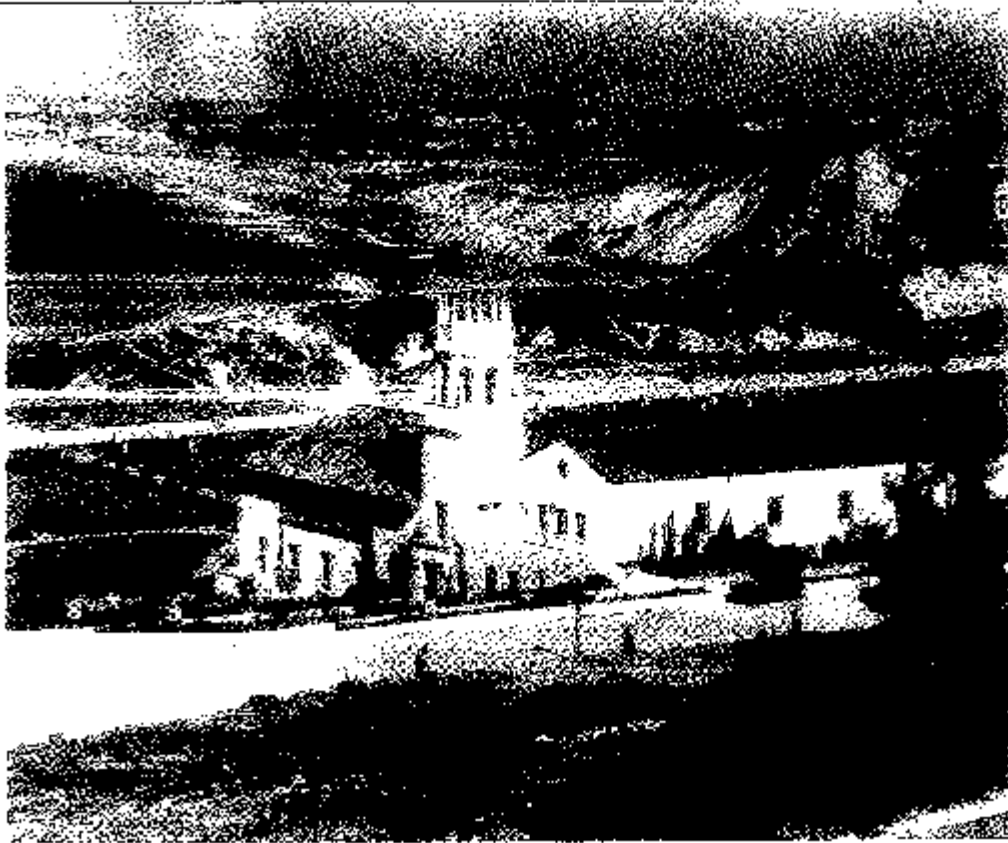
Carob trees



Also, this Carob tree is not original to the "palm tree" landscape of the Palos Verdes Malaga Cove as shown by the historical "Palos Verdes Story" by Delane Morgan in figures 2 and 3.

Photo: Letter to Parkland 1/17/13

Page 2 of 2



Above: A beautiful location and building for a country school.

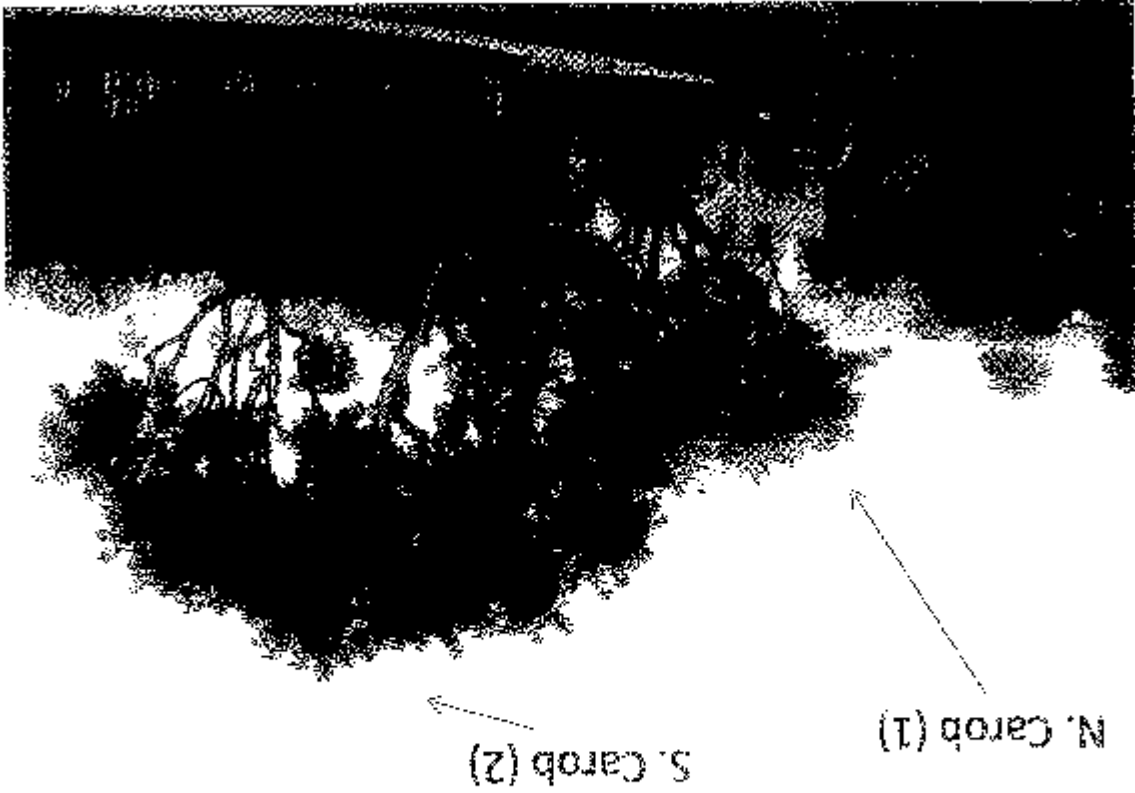
Figure 2: no Carob trees along Via Almar (page 39 of "Palos Verdes Story")

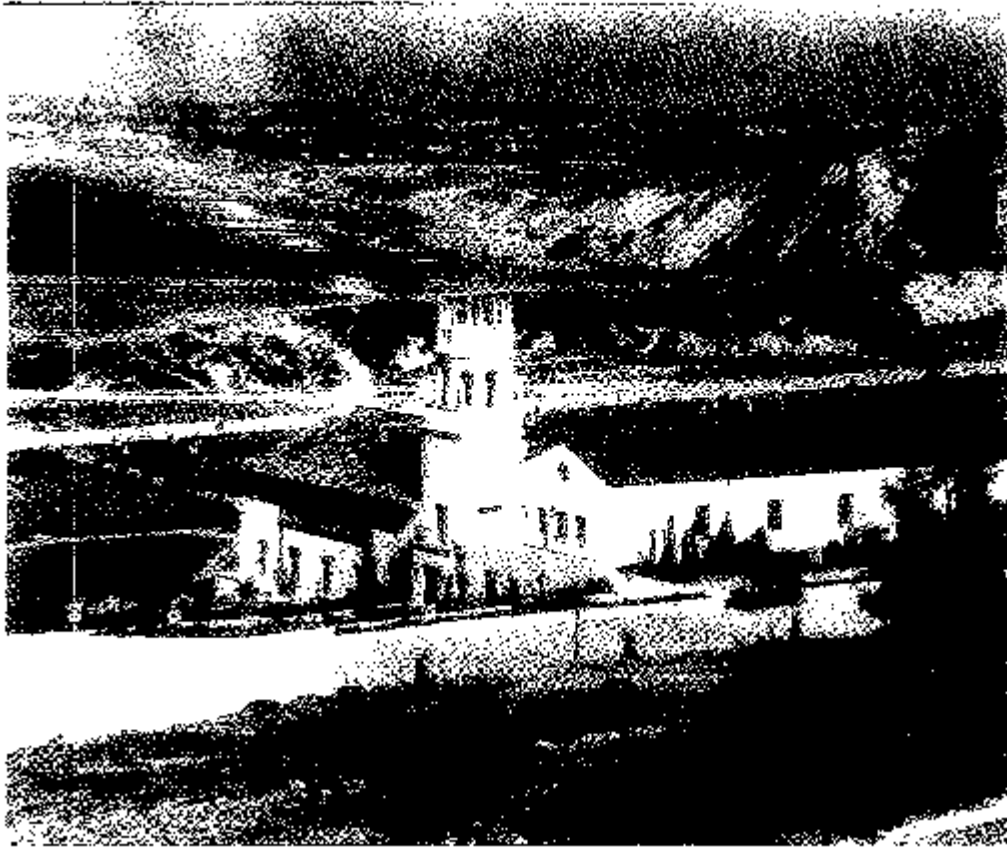


Brian and Dominique Pheiffer
452 Via Almar
310-378-5788
buenavista@pheiffer.net

Sincerely,

Figure 5: tallest trees that have outgrown their neighborhood





Above: A beautiful location and building for a country school.

Figure 2: no Carob trees along Via Almar (page 39 of "Palos Verdes Story")

The non-native Carob tree was added later and have been a nuisance to the neighborhood of lower Malaga Cove, as evidenced by the recent removal of several Carobs along Via Aramitas in 2006. In addition, these trees are a liability to our city as already recognized by the city of Glendale which removed 2000 of these types of trees because "Carob trees make up about 5% of the city's 37,000 parkway trees, but are connected to 65% of claims for property damage" (http://articles.glendalepress.com/2000-08-29/news/export45585_1_carob-trees-birds-and-boxes). Other cities have been proactive to remove these dangerous trees on their own: such as Santa Monica (http://www.santamonica.gov/san_monica_lookout/news/news/2008/November-2008/11-24-08-City-Prepares-to-Remove-Carob-Trees.html) and Pasadena (<http://articles.latimes.com/1991-01-27/news/la-1311trees-removed-carob>)

As shown in figure 4, Carob tree (1) is diseased and already rotten in the base. Parking is already limited along Via Almar and Via Media requiring cars to be parked underneath these trees (see Figure 5), and therefore, the chance that one of these trees would damage a parked car is high.

Figure 3: only palm trees along Via Aramitas and Via Almar (page 88 of "Palos Verdes Story")





Figure 4: North Carob tree (1) is diseased and rotten in the base

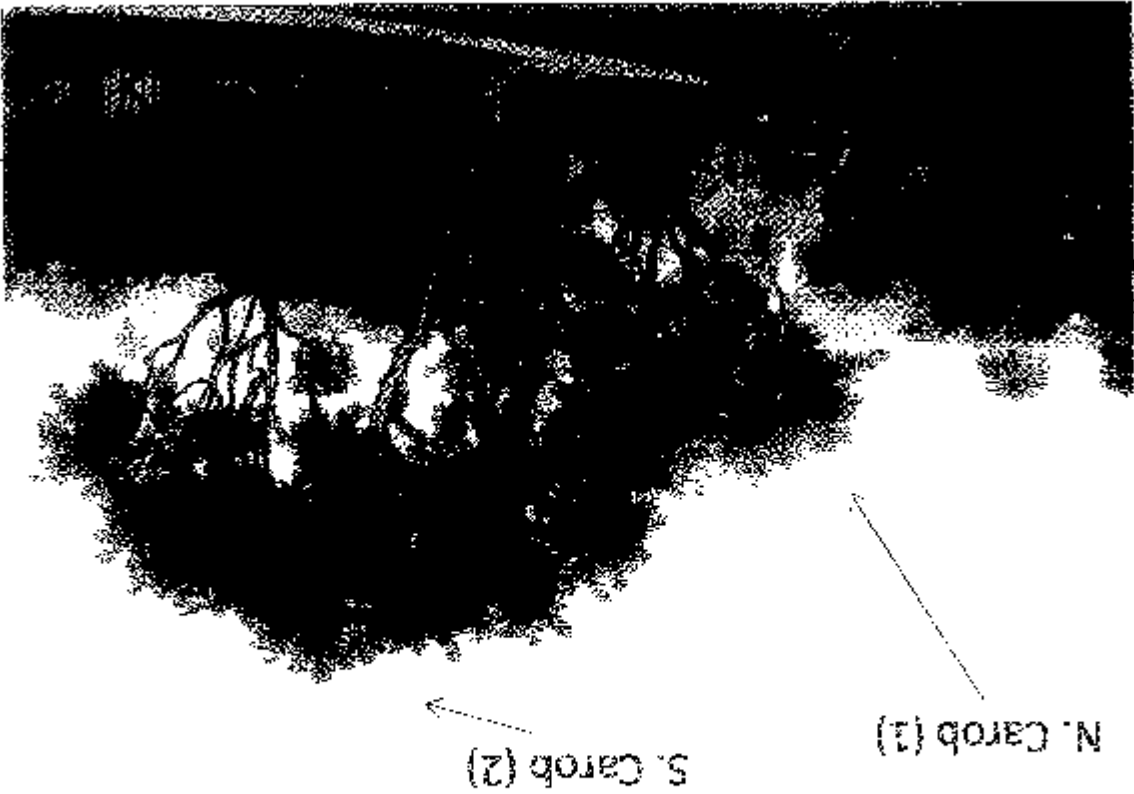
As shown in Figure 5, Carob tree (2) is a major view issue along Via Aramitas and Via Almar being the widest and tallest object not compatible with the neighborhood's *buena vistas* of the ocean.



bucnavistad@pfeffer.net
310-378-5788
452 Via Almar
Brian and Dominique Pheffer

Sincerely,

Figure 5: tallest trees that have outgrown their neighborhood



Note: the Pheiffers and Ellis' have tried working with the Schauweckers at 453 Via Almar in the past regarding their own jungle of vegetation (items 3 – 9 on the attached map), many of which are not even allowed within the city: 4 non-native pine trees (3) & (4), non-native bamboo (5), and a dangerous thorny hedge along Via Almar (9). We have already won mediation (2009) and arbitration (2012) to enforce the trimming of the Schauwecker trees (4, 5, 6, 7, 8). The city has required the removal of the illegal pine tree (3) and illegal hedge (9) by 1/23/2013. And the PVHA has required removal plans of the bamboo (5) submitted by 11/26/2012 for December 2012 per letter dated 11/15/2012. The Carob tree (2) is a city tree in the city easement impacting the whole neighborhood, and we therefore see no value in discussing this city matter with the Schauweckers nor their response given lack of adherence to other city, PHVA and arbitration decisions.

Request to remove S. Carob tree (2) at 453 Via Almar

- Major view blockage along Via Almar
 - Largest object along Via Aromitas (shown below)
- Not compatible with the neighborhood
- Carob trees are liability to the city



Liability Issue for the City

- Carobs removed from other cities for liability:
- **Glendale** said "Carob trees make up about 5% of the city's 37,000 parkway trees, but are connected to 65% of claims for property damage" and therefore removed 2000 trees in 2000.

http://articles.glendalenewspress.com/2000-08-29/news/export45586_1_carob-trees-brisbane-boxes-removal

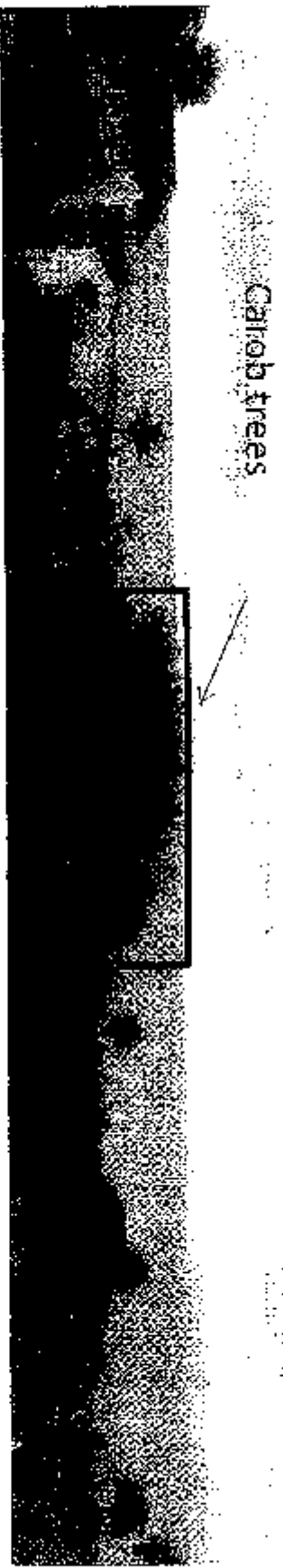
- **Santa Monica** removed 300 trees in 2008 because past "tree failures have occurred during all types of weather and range from limb to total tree failure"

http://www.surfsantamonica.com/ssm/site/the_lookout/news/News-2008/November-2008/11_24_08_City_Prepare_to_Remove_Carob_Trees.htm

- **Pasadena** also removed these Carob trees in 1991

http://articles.latimes.com/1991-01-27/news/ga-131_1_trees-removed-carob

Major view blockage along Via Almar



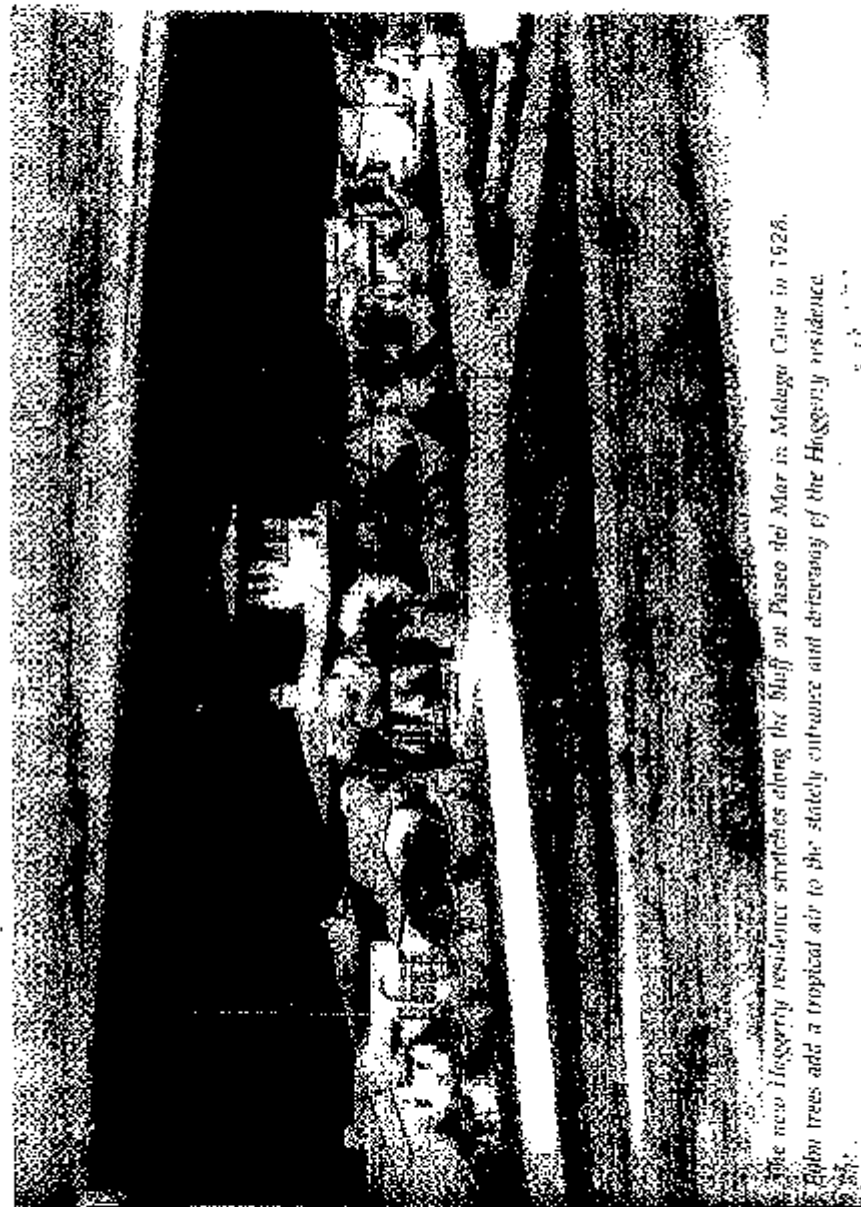
- Specifically impacting:
 - Pheiffers at 452 Via Almar (shown above)
 - Ellis at 500 Via Almar
 - Robbins at 508 Via Almar

Carob trees are liability to the city

- Largest object along Via Aromitas street parking
- Major liability with Carobs in other cities because of weakness and disease
- Neighboring Carob (1) is already diseased



Not original or compatible to the neighborhood with palm trees



The new Haggerty residence stretches along the bluff on Paseo del Mar in Malibu, Calif. in 1926. Palm trees add a tropical air to the stately entrance and driveway of the Haggerty residence.

**CORRESPONDENCE RECEIVED
AFTER PARKLANDS COMMITTEE MEETING
OF FEBRUARY 11, 2013**

City Council Meeting, Tuesday, March 12, 2013 - Agenda item: Appeal of Brian and Dominique Pheiffer of the decision of the Parklands Committee made on February 12, 2013, application #PC-355-13.

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

Betsy (Elizabeth) Treynor
504 Via Almar
Palos Verdes Estates, CA
90274

George Byrd, Mayor
Jim Goodhart, Mayor Pro-Tem
Rosemary Humphrey, Council
Ellen Perkins, Council
John Rea, Council

I (Betsy Treynor) was one of seven who spoke against the application of Brian and Dominique Pheiffer to remove one Carob tree at 453 Via Almar (at the Schaeckers). One additional voice supported the Pheiffer's)

On February 12, I read to the Parklands Otte: "I am writing to request that the above Carob tree not be removed. Via Aromitas has had a lovely "allee" of Carob trees that has been reduced by view requests in the past few years. They provide dense shade and the beauty of the gnarled trunks and branches is striking. The replacement by the Via Almar street tree, the Dwarf Magnolia, is no substitute for the strength and beauty of this Carob tree. This area is one of the most attractive and shady of Lower Malaga cove and these trees enhance the neighborhood."

On February 21 the Pfeiffers wrote a letter to the PVE City Council saying, "We would like to appeal this decision because: the people who spoke against the application were (1) not representative of Lower Malaga Cove homeowners, (2) not all of the claims were factual and the committee heard (3) emotional pleas instead of rational arguments."

All 7 who spoke against the removal of the Carob tree at 453 Via Almar live close to this address and are, therefore, representative of Lower Malaga Cove homeowners. They are Francesca Scudiero, 500 Via Media; Pat and Chris Vancura, 509 Paseo del Mar;

City Council Meeting, Tuesday, March 12, 2013 - Agenda item: Appeal of Brian and Dominique Pfeiffer of the decision of the Parklands Committee made on February 12, 2013, application #PC-355-13.

Donna Schaecker, 453 Via Almar; Don and Dorothy McRell at 417 Via Almar and myself.

Having a recording of the Parklands Committee meeting I took the following notes:

Francesca Scudiero, tried to speak as she had to leave the meeting, but could not. (Her letter was read later by **Vanessa Widener**.)

After **Brian Pfeiffer**, 452 Via Almar, opened his appeal by saying this tree is 6' taller than the surrounding trees, that there are very few trees around (lower) Malaga Cove and that only this Carob is blocking his view from the new, higher story of living space just built.

Pat Vancura, 509 Paseo del Mar, said "I'm opposed to removing any of the existing Carob trees for view enhancement. These Carob trees were originally planted as part of the Olmstead plan in the mid 1920s. Today they provide much of the character and charm of lower Mala Cove. They should not now be destroyed so that certain individuals might enhance their own private views. Preservation of heritage, charm and character within our neighborhood benefits everyone. These Carob trees were originally planted as part of the Olmstead plan in the mid-1920s. Today they provide much of the character and charm of lower Malaga Cove. They should not now be destroyed so that certain individuals might enhance their own private views. Preservation of heritage, charm and character within our neighborhood benefits everyone and should prevail. Please vote no..."

Sam Ellis, 500 Via Almar, whose home is both next to my own and next to Brian and Dominique Pfeiffer, was the next speaker. He said "We have a view obstruction directly in the middle of our home and this is one of the trees that...destroys our ocean view... Trees (sic) on Via Media are propped up by concrete pillars*...so [taking down such

City Council Meeting, Tuesday, March 12, 2013 - Agenda item: Appeal of Brian and Dominique Pheiffer of the decision of the Parklands Committee made on February 12, 2013, application #PC-355-13.

trees] is a safety issue. [Sam reports that the cities of Glendale and Santa Monica have already removed their carob trees]. I'd like to see that tree gone; we are not going after a bunch of trees but just that one tree. Thank you."

*The tree at Via Aromitas and Via Media has a 3' column holding up a heavy limb, but I know of no other thus propped.

Francesca Scudiero's card was called but she had to leave. A friend Vanessa Widener read her card. "This tree stands across from my house on [500] Via Aromitas. I enjoy its beauty and shade every day. These mature trees provide the charm and grace of my neighborhood."

Donna Schaecker, 453 Via Almar, spoke. "...My home is on the corner of Via Aromitas and Via Almar. There are two streets that come up to Via Almar: One is Via Arroyo...and the other is Via Aromitas, that leads up from Paseo del Mar.. On it are Carob trees. Many years ago they used to kind of, kind (sic) of blend over the street. Many have been removed. I would like to keep them. They help our carbon footprint, they provide shade for our other plants. They also bring birds that sing in the trees. It's a very beautiful street and [they] add to our neighborhood. People like to come here for the trees and the views. Thank you and I hope you will consider [not removing this tree].

Betsy Treynor, 504 Via Almar. (I'm quoted at the beginning of this letter.)

DonMcRell, 417 Via Almar said, "I'm in favor of the trees in our neighborhood. [he ruminates whether to top or remove this carob]. Removing the tree is drastic. I would like to see something in between [topping] and removal.

Chris Vancura, 509 Paseo del Mar spoke: I'm in favor of saving this tree and all Carob trees in lower Malaga Cove. To kill this beautiful tree and to try to remove all of them would, in my opinion ruin the beautiful look of these two streets. The view encroachment

City Council Meeting, Tuesday, March 12, 2013 - Agenda item: Appeal of Brian and Dominique Pheiffer of the decision of the Parklands Committee made on February 12, 2013, application #PC-355-13.

....is almost an 180 degree view and think you'll find it quite minimal. To kill an 80 year old tree just to enhance the view a bit I think isn't worth it.

Dorothy McReil, 417 Via Almar said "...4 or 5 of the [McGrath, 501 Via Media] Carob trees were removed because of people moving in on the uphill side. It seem now there is a rush to kill all the Carob trees. I think they provide beautiful shade, beautiful architectural landscaping and it doesn't take much to bring them down and then you have the roofs of the houses [to look at].

The Parklands committee then began their own discussion.

To the City Council:

Please consider whether (2) not all of the claims were factual that the committee heard and if there were (3) emotional pleas instead of rational arguments."

MOTION NO. 1**March 1, 2013**

It was moved by _____
 and seconded by _____
 that the demands, as approved by a majority of the City Council, totaling \$ 252,816.31 be
 allowed; The amounts expended by fund are as follows:

(01)	GENERAL FUND	\$ 244,710.53
(02)	GAS TAX FUND	\$ 7,710.16
(05)	COPS SLESF	\$ 395.62
TOTAL.		<u>\$ 252,816.31</u>

THIS MOTION WAS CARRIED BY THE FOLLOWING VOTES:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUNGARD PENTAMATION
DATE: 02/25/2013
TIME: 13:42:45

EMCS VERBODS ESTIMES
ORGANIZATION CHARGE SUMMARY BY FUND
PAY RUN 314 1ST PR MAR 13

PAGE NUMBER: 1
MODULE NUM: PNTCHRG3
CHECK DATE 02/01/2013

FUND	AMOUNT
01	182,859.92
02	5,417.68
06	167.50
TOTAL REPORT	188,445.10

SENGARD PENTAMATION
DATE: 02/26/2013
TIME: 15:43:55

FALCON VERDES ESTADOS
PENSION SUMMARY BY FUND
PAY FOR 314 1ST PR MAR 13

PAGE NUMBER: 1
MODULE NUM: PAYCHK53
CHECK DATE 03/11/2013

FUND	PENSION AMOUNT
01	40,850.61
02	2,292.48
05	28.12
TOTAL PENSION	43,171.21

MOTION NO. 2**March 12, 2013**

It was moved by _____
and seconded by _____
that the demands, as approved by a majority of the City Council, No. 523145H to 523146H,
523147 to 523203 totaling \$111,594.21. The amounts expended by fund are as follows:

(01) GENERAL FUND	\$ 51,992.59
(07) CORRECTIONS FUND	\$ 181.48
(30) CAPITAL IMPROVEMENT	\$ 6,248.38
(62) SEWER FUND	<u>\$ 53,171.76</u>
TOTAL	<u>\$ 111,594.21</u>

THIS MOTION WAS CARRIED BY THE FOLLOWING VOTES:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUMMARY INFORMATION

DATE: 03/31/2013

TIME: 10:01:25

PALOS VERDES ESTATES
CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1

VENDOR: 21

ACCOUNTING PERIOD: 3/13

FUND	FUND TITLE	AMOUNT
31	GENERAL FUND	2,015.48
TOTAL REPORT		2,015.48

SUBSIDIARY RECONCILIATION
DATE: 01/08/2015
TIME: 11:06:04

PAULS VERDEE ESTATES
CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1
CHECKED:
ACCOUNTING PERIOD: 9/13

FUND	FUND TITLE	AMOUNT
01	GENERAL FUND	49,979.11
07	CORRECTIONS FUND	151.78
40	CAPITAL IMPROVEMENT	6,146.38
62	SEWER FUND	51,171.75
TOTAL REPORT		107,248.02

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/01/13	523145	RESERVE ACCOUNT	013160	62290	130227	RECHG POSTAGE METER	1500.00	-----
03/01/13	523146	WESTIN MISSION HILLS RESORT & SPA	014000	61120	121024	03/26-29 TNG-ALBOA J	515.48	-----
03/12/13	523147	ADVANCED ELECTRONICS, INC	014000	64430	0123670-IN	#725 INSTL CABLE MDC	387.50	-----
03/12/13	523148	ADVANTAGE BUSINESS EQUIPMENT, INC	014000	62290	16325	SHREDDER OIL	44.92	-----
03/12/13	523149	AKM CONSULTING ENGINEERS, INC	627200	64425	0007274	ROCKY PT PUMP STATION	53171.76	-----
03/12/13	523150	ALL STATE POLICE EQUIPMENT CO INC	014000	63310	0081780-IN	SAFE EQUIP - REED, C	191.05	-----
03/12/13	523151	AMERIPRIDE SERVICES, INC	016000	61110	1400521201	UNIFORM RENTAL	93.82	-----
			016000	61110	1400525252	UNIFORM RENTAL	99.07	-----
							192.89	
03/12/13	523152	ANDY'S WINDOW TINTING	014000	63305	558017	#749 WINDOW TINTING	45.00	-----
03/12/13	523153	DEPT OF ANIMAL CARE & CONTROL	014000	64640	130210	01/13 FIELD SVCS/HOUS	860.28	-----
03/12/13	523154	ARROWHEAD MOUNTAIN SPRING WATER	014000	65000	3B000783873H	01/13-02/12 DELIVERIE	294.61	-----

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13	523155	BAY ALARM COMPANY	013080	64430	8570130215M	MAR-JUN MONITOR SVCS	195.30	----
			014000	64430	4670130215M	MAR-JUN MONITOR SVCS	60.00	----
			014000	64430	4770130215M	MAR-JUN MONITOR SVCS	60.00	----
			014000	64430	5870130215M	MAR-JUN MONITOR SVCS	115.77	----
			014000	64430	8570130215M	MAR-JUN MONITOR SVCS	119.07	----
						550.14		
03/12/13	523156	BEN MEADOWS	016000	64440	1019360929	TREE MEASURE EQUIPT	763.27	----
03/12/13	523157	CATHERINE BRANDLIN	074000	64650	130226	02/15 STC MENTAL ILL	56.11	----
			074000	64650	130226A	02/20 STC FOOD SAFETY	28.59	----
						84.70		
03/12/13	523158	CALIFORNIA PAVING & GRADING CO, INC	307500	81300	28110	LA COSTA PLACE	4885.00	----
03/12/13	523159	ROXANNA CASTRO-FUENTES	074000	64650	130226B	02/20 STC FOOD SAFETY	20.84	----
03/12/13	523160	SEAN CRISFIELD	014000	62290	130306	POSTAGE MDC UNIT	61.30	----
03/12/13	523161	LARRY DOLL'S POOL SERVICE	307500	80875	130226E	02/13 SERVICES	65.00	----
03/12/13	523162	JOHN C EBERHARD	014000	61120	130307	PD TEAM BUILDER DINNE	446.00	----

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13	523163	EMBROIDME	014000	65000	42760	2CT NART POLO SHIRTS	76.78	-----
03/12/13	523164	EMPLOYMENT DEVELOPMENT DEPARTME	014000	50097	L1273874304	10/01-12/31 NAHLE	26.00	-----
			014000	50097	L1273874304	10/01-12/31 WULF	807.00	-----
							833.00	
03/12/13	523165	FRS ENVIRONMENTAL, INC	014000	63305	13-0468	PW20 BRAKE WASH	147.00	-----
			015100	63305	13-0468	PW20 BRAKE WASH	73.50	-----
			016000	63305	13-0468	PW20 BRAKE WASH	73.50	-----
							294.00	
03/12/13	523166	GALLS RETAIL CA LOCK BOX	014000	61110	302659-90	MEMORIAL SERVIC BANDS	16.35	-----
			014000	63310	292839	24CT PEPPER SPRAY	309.57	-----
							325.92	
03/12/13	523167	THE GAS COMPANY	013080	62255	130221A	01/28-02/19 11217687	100.61	-----
			015100	62255	130221	01/28-02/19 03164825	61.63	-----
							162.24	
03/12/13	523168	LOUISE HAYES	01	37100	130221B	REF PERMIT #34882	2800.00	-----
03/12/13	523169	HOLLYWOOD RIVIERA CAR WASH	014000	63305	130215	01/13 SERVICES	356.95	-----
03/12/13	523170	HOME DEPOT CREDIT SERVICES	307500	80047	7051235	INSTL SPEED MONITOR	18.42	-----

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13...	523170...	HOME DEPOT CREDIT SERVICES...	307500	80047	8050931	INSTAL SPEED MONITORS	33.25	-----
							51.67	
03/12/13	523171	JB ELECTRIC	016000	64415	3427	VIA FERNAN/VISALIA PK	198.18	-----
			307500	80047	3428	INSTL SPEED MONITORS	368.48	-----
							566.66	
03/12/13	523172	KONICA MINOLTA BUSINESS SOLUTIONS	013160	65090	223736192	02/13 OVERAGE	6.10	-----
03/12/13	523173	L & B PIPE & SUPPLY CO, INC	307500	80047	275033	INSTAL SPEED MONITORS	752.87	-----
03/12/13	523174	LEAGUE OF CALIFORNIA CITIES	013160	61130	2340	02/07 MTG GOOD/HUMPHR	100.00	-----
03/12/13	523175	LIEBERT CASSIDY WHITMORE	012000	64425	161169	01/13 PROF SVCS - CM	2183.50	-----
			014000	64425	161170	01/13 PROF SVCS - PD	4894.00	-----
							7077.50	
03/12/13	523176	PROVIDENCE LCM MED CTR	014000	61140	36415	BLOOD ALCOHOL DRAW	35.00	-----
03/12/13	523177	LLOYD'S WELDING, INC	307500	80047	673916	INSTL SPEED MONITORS	75.00	-----
03/12/13	523178	LUNADA HARDWARE	013080	63325	130224	02/21-02/24 BUILD SUP	53.08	-----
			016000	64415	130221C	02/12-02/21 IRRG SUP	31.57	-----
							84.65	

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13	523179	LUNADA BAY AUTOMOTIVE	014000	63305	8747	#721 REPAIRS	73.20	-----
			014000	63305	8754	#722 REPAIRS	71.73	-----
			014000	63305	8763	#725 REPAIRS	49.55	-----
			014000	63305	8771	#722 REPAIRS	238.86	-----
							433.34	
03/12/13	523180	MALAGA COVE RANCH MARKET	014800	62290	130219	02/19 PLN COMM DINNER	73.72	-----
03/12/13	523181	JANELLE MELLO	074000	64650	130226C	02/20 TNG FOOD SAFETY	21.40	-----
03/12/13	523182	NATIONAL TRAINING CONCEPTS, INC	014000	61120	130228	4/16-19 TNG O'CONNOR	475.00	-----
03/12/13	523183	NEXTEL COMMUNICATIONS	015100	63330	440224024128	01/21-02/20 SERVICES	151.78	-----
			016000	63330	440224024128	01/21-02/20 SERVICES	151.77	-----
							303.55	
03/12/13	523184	OCE	013160	65090	987934150	02/13 MT	368.23	-----
03/12/13	523185	OFFICETEAM	013010	40010	37210037	01/21-01/25 HODGKINSO	285.60	-----
			013010	40010	37349874	02/11-02/15 HODGKINSO	343.61	-----
							629.21	
03/12/13	523186	PERFORMANCE PLUS TIRE &	014000	63305	128232	#723 BALANCE TIRES	30.00	-----

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13	523187	PITNEY BOWES INC	013160	62290	670337	INK CARTRIDGE/TAPE	267.73	-----
			013160	64430	688811	04/13-03/14 EQUIP MT	801.80	-----
			013160	64430	776567	04/01-06/30 METER REN	209.28	-----
							1278.81	
03/12/13	523188	PROFORCE LAW ENFORCEMENT	014000	61120	164334	TSR X26 MAG/CART	570.04	-----
			014000	63310	164334	TSR X26 MAG/CART	157.81	-----
							727.85	
03/12/13	523189	PROSUM	014000	63315	144886	02/13 SERVICES	5500.00	-----
03/12/13	523190	PUBLIC SAFETY ALLIANCE, LLC	014000	61120	130226F	04/02 TNG O'CONN/SHEA	120.00	-----
03/12/13	523191	PVP COMMUNICATIONS INC	014000	63310	17527	#798 REPAIRS	231.25	-----
03/12/13	523192	ADRIANA RUIZ	074000	64650	130226D	02/15 STC MENTAL ILL	54.54	-----
03/12/13	523193	SAM'S CLUB	014000	62290	001068	KITCHEN SUPPLIES PD	105.13	-----
			014000	63000	001068	CLEANING SUPPLIES PD	48.96	-----
							154.09	
03/12/13	523194	SOUTH BAY FIRE EXTINGUISHER	013080	63325	127415	MONTHLY INSPECTION	45.00	-----
03/12/13	523195	LOS ANGELES SUPERIOR COURT	014000	64500	130301	02/13 COURT FINE-PKG	2960.00	-----

Start Date: 2/27/13
End Date: 3/12/13

Date: 3/8/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13	523196	STAPLES CREDIT PLAN	014000	62290	65096	OFFICE SUPPLIES PD	25.06	-----
			014000	62290	67177	OFFICE SUPPLIES PD	21.78	-----
							46.84	
03/12/13	523197	STAPLES BUSINESS ADVANTAGE	013160	62290	3192710129	OFFICE SUPPLIES CH	282.69	-----
			014000	61120	3192710133	OFFICE SUPPLIES PD	136.41	-----
			014000	62290	3192294804	OFFICE SUPPLIES PD	75.01	-----
			014000	62290	3192710134	OFFICE SUPPLIES PD	5.85	-----
			014000	62290	3192710135	OFFICE SUPPLIES PD	55.15	-----
			014000	62290	3192838038	OFFICE SUPPLIES PD	28.87	-----
			014000	62290	3193144096	OFFICE SUPPLIES PD	47.12	-----
			014000	62290	3193240303	OFFICE SUPPLIES PD	31.08	-----
			014000	62290	3193240307	OFFICE SUPPLIES PD	146.93	-----
							809.11	
03/12/13	523198	PETE V TEPUS	013080	63325	130304	BROILER OVEN PUBLI WK	53.40	-----
03/12/13	523199	THOMPSON BUILDING MATERIALS	307500	80047	IV-107199	INSTL SPEED MONITORS	37.28	-----
			307500	80047	IV-107203	INSTL SPEED MONITORS	13.08	-----
							50.36	
03/12/13	523200	TORRANCE AUTO PARTS INC	014000	63305	974751	#749 BATTERY	80.19	-----
03/12/13	523201	VENCO WESTERN, INC	013080	64437	0147460-IN	BLUFF HOMES MAINT	400.00	-----

Start Date: 2/27/13
End Date: 3/12/13

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
03/12/13...	523201...	VENCO WESTERN, INC...	016000	64436	0147419-IN	02/13 LANDSCAPE MAINT	15402.00	-----
							15802.00	
03/12/13	523202	VERIZON CALIFORNIA	014000	62255	53780213	02/22-03/21 SERVICES	1938.63	-----
			014000	63330	53780213	02/22-03/21 SERVICES	1067.79	-----
							3006.42	
03/12/13	523203	VERSATILE INFORMATION PRODUCTS INC	014000	62290	2775	DIGITAL AUDIO RECORDER	661.82	-----
							111594.21	