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 March 12, 2013

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.

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).

CITY COUNCIL AGENDA March 12, 2013

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

CITY COUNCIL AGENDA March 12, 2013

Agenda Item #: <u>2</u> Meeting Date: <u>March 12, 2013</u>

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 ReaABSENT:NoneALSO 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 are105 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 3million 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 $\sim 1/2\%$) 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

CITY COUNCIL February 26, 2013 #2

#2.

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

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

- 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.

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

at 4439 Via Pinzon. Lot 33 & a portion of Lot 32, Block 6334, Tract 7143. Owner: Mr. & Mrs. Brett Keshtkar Approved with standard conditions. #2.

- 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.
- 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.
- 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.
- 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.

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

CITY COUNCIL February 26, 2013 #2

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 Olmsteds' 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 Olmsteds' 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

7

CITY COUNCIL February 26, 2013 **#2**.

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 sited. 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

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

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"

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

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

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 bootson-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

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

Councilmember Rea concurred that at 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.

RESPECTFULLY SUBMITTED,

VICKIE KRONEBERGER, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK #2.

APPROVED BY:

GEORGE F. BIRD, JR., MAYOR



CALIFORNIA

MEMORANDUM

Agenda Item: 3 Meeting Date: <u>March 12, 2013</u>

DANIEL DREILING, INTERIM CITY MANAGER TO: JOSEPH C. SHERWOOD, JR., CITY TREASURER FRÖM:

SUBJECT: TREASURER'S REPORT ON CASU 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

GENERAU LEOGER - CASH BALANCES:

GENERAL	8,157,751.49
GAS	147,230.20
DRUG	80,953.71
CLEEP	-
SLESF	105,450.56
SPECIAL PROJECTS	646,614.66
CORRECTIONS	6,584.83
FIRE ASSESSMENT DISTRICT	66,684.00
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
DUVOSITS	153,340.17
A D 21 BOND RES	-
ENT IVA STABLE	(169, 191.00)
SEWER FUND	5,977,742.86
POLICE PROPER LY/EVIDENCE	12,841.37
TOTAL PER G/L	<u>\$ 28,961,334.62</u>
ADJ BOOK BALANCE	\$ 28,961,334.62
BANK BALANCES AS OF FEBRUARY 28, 2013	
LAIF	22,054,426.51
INVESTMENTS (AT COST)	5, 98 4,500.00
MONEY MARKET	607,984.06
AFLAC - FSA	3,000.00
GENERAL CHECKING	311,224.05
PVE PARKING	200.00
	<u>\$ 28,961,334.62</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,

210 (44<u>-</u> ____>

Treasurer, Joseph C. Sherwood, Jr.

3/4/13

Dated

Lacal Agency Investment Fund P.O. Box 942309 Sacramento, CA 94209-0001 (916) 653-3001 CITY OF PALOS VERDES LATATES

TREASURER 340 PALOS VERDES ORIVE WEST

340 PALOS VERDES DRIVE WEST PALOS VERDES ESTATPS, CA. 90274

PMIA Average Monthly Vields

Account Number: 98-19-629

Tran Pros Dofinitions

February 2013 Statement

Effective Date 2/14/2013 2/20/2013 2/28/2013	Transaction Date 2/14/2013 2/20/2013 2/28/2013	Confirm Number 1388871 1389225 1389830	LORI I LORI I	thorized Caller YAMASAKA YAMASAKA YAMASAKA	Ameunt -260,000.00 1,145.000.00 -1,000,000.00
Account S	umma <u>rv</u>				
Total Depa	osit:	1,145,	000.00	Beginning Balance:	22,169,426.51
Total With	drawal:	-1,269.	000.00	Unding Balance:	22,054,426.51

Account Statement

Account Name CITY PALOS VERDES ESTATES

Account Neraber 6736845320

👹 UnionBank

■ Statement Period February 1, 2013 threagh February 28, 2013

Asset Detail - Principal Portfolio

	_		ē	Ξ	ð	9	<u>e</u> 1	18	_			2	8	8
Estimated	Annual Income		12 000.00	(3.020 M	10,500 00	10, 305.00	(0.000.00)	\$55,500.00	Felimated	Алниа! Глеоте		2,591.50	2.717.00	2,552.00
ָרַי <i>דרפ</i> אַנ	Yradd		1.20%	1,50%	1.ES%	XOVI	1 00%	1.11%	Creent	Yield		1.15%	1.09%	1.19%
Percentege	of Portfalio		16.71%	16.71%	301.91	16.68%	16 64%	83,44%	Barrattere	of Particila		4.125	2, 12 %	4°,3%
Pricel	Date Priced		109.1810 02,28/2013	100.2630 02128/2013	100.119U 02(22(2013	1(X).0680 32(25)2013	08.7840 02/28/2013		190 July 190 July 190 July	Date Priced		120 0350 02128/2613	100.5900 02/23/2013	100 8410 02:28:22:13
	Markof Value		1 201 8 10.00	1.062.680.05	1,011,193,00	CIL:05/1/0C0/1	00,098,789	\$5,003,600.00		Markel Value		247,234.65	248,457 30	247,973,46
	Cost Basis		1,030,030.00	1. DC-D. DC-U ()}	1,000,005-00	: DCA DCA.00	00'902'363	\$4,998,500.00		Cost Basis		247,000.00	247,000.00	246.000.00
Shares	Units Heid		000 NON'NON'I	100,000,000,1	1,040.000.000	000,000,000,0	1.UDU VGO 040		ī	onarest Units Held		247,000.000	247,500,500	000'000'972
	CUSIP		3-34G3VH0	3154G3WB2	312128°1⊄LE	3135G0SH7	313463284			CUSIP		3616°TFG5	02000,2557	254671607
Government Obligations	Asset Nerre	Federal CovtAgency	FEDERAL HOME LN MTG CORP1.200%	FEDERAL HOME LOAN YEG CORP DTD 060072312 1.20% 06072017	FEDERAL HOME LOAN BANK BONDS 1.0505, 14:45:2017	FEGERAL MATL MTG€ ASSN NOTES 1 000% 12/12/2017	FEDERAL HOME LN MTS CORP1.000% 01120-8	Total Government Obligations	Corporate Obligations	Asset Mame	Certificate of Dop-Negatisble	GE CAP AK ING RETAIL 10500% 9/21/2015	ALLY RK MIDVALE UTAH 1.1000% 10.72015	DISCOVER BK 1.2000% 9/26/2016

S / E

Page J of 5

Account Nunther 6736305330 UnionBank

Account Name CITY PALOS VERDES ESTATES

Account Statement

Easternert Period February 1, 2013 through February 28, 2013

Asset Detail - Principal Portfolio (curdined)

			act natan.	na-mna:Los	-	707-777-777		5107
8.775		y	205.50° Q ⁴	04 C 04 C 04		000 000 F.2F		
								2013
tet Value	Percentage of Market Value		Harkef Value	Cost Basis	5	Par Value	Face Value	
								Maturity Summary
\$67,698.50	1.13%	100/00%		\$5,898.930.75	\$5,984,500.00			Total Account Values
\$67,698.50	1.13%	1c0.00%		\$5,898,900.75	\$5,934,500.00			Total Principal Portfolio
\$12,198.50	1.23%	16.56%		\$993.300.75	\$986,000.00			Total Corporate Obligations
3.956.00	1.58%	4.1 ⁷⁷ 6	101.4790 0212812013	249 638 34	245,000.00	246,963.000	58143,4.666	GOLDRAN SACHS BK JEA NY 1.6606% 92662047
								Coriif cate ol Dep-Negotlable
Answal Income	Yield	of Portfolio	Date Priced	Market Value	Cost Basis	Units Held	CUSHP	Asset Name
Colimeted	jurzan.		B ulad					

Percentage of Market Value			8.27%	1. 13 E	70.96%	16 64%								100.00%
Harkei Value			482,581,95	247,376.46	4.255 398 34	90.0487.66								\$5,996,900.75
Cost Basis			04.C.01,P35	246-000.00	4,246,050.05	938,520.02								\$5,984,500.00
₽ <i>व</i> र ¥र्थाव			434,000.000	246.000.000	4,245,000.000	1,000,360.050								5,986,000,000
Face Value														\$0.00
	2013	2014	2015	2016	26.17	2518	2019	2020	2021	2022	Ten-fourtcen Years	Fitteen-to-Vineteen Years	Twenty Years and Over	Total



MEMORANDUM

CALIFORNIA

Agenda Item: <u>4</u> Meeting Date: <u>03/12/2013</u>

TO: DAN DREILING, INTERIM CITY MANAGER

FROM: JOE MENDOZA, ADMINISTRATIVE ANALYST 2014

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

<u>ISSUE</u>

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

Ce:

Police Department IAC Fire Department Streets and Parks Department Ann Willens, PVAC Administrative Director

#4. ATTACIIMENT: A



SPECIAL EVENT APPLICATION

SPE		150.00 522 EE: <u>75.0</u> ° Depart AD: <u>5</u> 007
	CERTIFICATE OF RECEIVED:;	
	INDEMNIFICATIO RECEIVED: <u>et [</u>	
DATE OF APPLICATION:	Jan 15,2013	
CONTACT PERSON:	Ann willens	<u></u>
ADDRESS:	1550 Deep Valley Dr	540 261
TELEPHONE NUMBER:	100111 y FATIS ESTATES (310) 549-2479 FAX: 311	1-541-9520
EVENT SPONSOR:	The Civile - Palos Ver	les AACepter
ADDRESS:	Same TEL NO. 6	ame_
EVENT DATE(S):	April 12, 413, 2013	
EVENT HOURS:	10 am - 4 pm	

.

.

EVENTLOCATION: 2105 VIA VISALIA, 4017 VIA VAlmente, 2101 Pased del Mar

PLEASE DESCRIBE THE SPECIAL EVENT YOU PROPOSE: se attached

<u>INDEMNITY AGREEMENT</u>

THIS AGREEMENT is made and entered into as of \underline{Jah} 15, 2013 by and between $\underline{Pa/DS Ver Des Part Cen 424}$, 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 <u>(describe event)</u> <u>HOM 25 DIA E X-WADVOLINCUVE</u> on <u>442 913</u>, 20<u>13</u> and, THE UVER'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.

The effective date of this Agreement is the date first written above.

ORGANIZATION Print name: lts: (title) OS VERDES ESTATES an Drøiljing, City Manager



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 Exraordinaire Committee

The Homes Tour Extraordinaire 2013 focuses on the architectural work of Edward Carson Beall. There are three are homes on the tour. This year the tour will be self-driven, using no shuttle busses. There will be 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 acheve its mission to celebrate, appreciate and create art in the South Bay community.

			Client	\$: 39780 3	1		PALO	SVER6			
° A	C	ORD _™	CERT	FIÇA	TE OF LIABI	LITY INSU	IRANC	Έ	DATE (MW 1 /14/2	13 (013	
CE BE RE	RTIF LOW	ICATE DOES . THIS CERTI SENTATIVE (NOT AFFIRMATIV IFICATE OF INSUR OR PRODUCER, AM	ELY OR N ANGE DO ID THE CI	INFORMATION ONLY AN EGATIVELY AMEND, EX ES NOT CONSTITUTE A ERTIFICATE HOLDER.	TEND OR ALTER TH CONTRACT BETWE	IE COVERAO En The ISSA	GE AFFORDED BY THE UING INSURER(S), AUT	POLICI HORIZI	ES ອັນ	
the	e iem	ns and condit		certain po	IONAL INSURED, the pol dicies may require an on						
PROC	NUCER					CONTACT JOYCE W					
		outhern Cal	lifornia SC			PHONE (AIC, No. Ext): 949 79		FAX (AIC: Noi:	484 65	2-5044	
		51162 hnology Dri	bua			E-MAIL ADORESS: JOYCE.WI	llianıs@usi	biz			
Irvî	ne, C	A 92618				NSURER A : Hartfor	d Casualty			NAIC #	
risu	RED	Palos Ver	des Art Center			NSURER 8 : Hartfor	d Fire Insur	ance Company		19682	
			Valley Drive, Su	ite 261		MSURER C :					
		Rolling Hi	ills Estates, CA	90274		NSURER D : NSURER E :					
						INSURER E :					
	/ERA				NUMBER:			REVISION NUMBER:			
IN CF EX	DICAT RTIFIC	ED. NOTWITH CATE MAY BE	ISTANDING ANY RE ISSUED OR MAY (OUIREMEN ERTAIN, 7 POLICIES	RANCE LISTED BELOW HA T, TERM OR CONDITION O THE INSURANCE AFFORDE LIMITS SHOWN MAY HAY	F ANY CONTRACT OF D BY THE POLICIES /E BEEN REDUCED I	r other doo described i by paid clai	CUMENT WITH RESPECT	TO WH	ICH THIS	
INSR LTR			ISURANCE	ADOL SUBR	PÓLICY NUMBER	POLICY EFF (MM/DDJYYYY)		L គ រក			
A		RAL LIABILITY			72SBAAF0988	10/01/2012	10/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES [ER OCCUTION(O)]	\$1,00	· ···· ···	
		COMMERCIAL GE		i i	•				300, 110,0		
	·	Let Ausseman		i				MED EXP (Any one person)	1.00		
	H۰							GENERAL AGGREGATE	12,00		
	GENIL	AGGREGATE U	MIT APPLIES PER					PRODUCTS COMP/OF AGG	£2,00	0,000	
A	AUTO	POLICY PP INCOBILE LIADILIT	RO. ! 1000 IY		72SBAAF0986	10/01/2012	10/01/2013	COMBINED SINGLE LIMI I (FR RSKIER) KOC LY NJURY (Perperson)	1,00	0,000	
	11,		SCHEDUL/FEI					BODILY INJURY (Per accident)	1		
	IT	HIRED AUTOS						PROPERTY DAMAGE [Far agektani]	1 1		
A	! ^	UMBRELLA LIAB	CLAIMS MADE		72SBAAF0988	10/01/2012	10/01/2013	FACH OCCURRENCE AGGREGATE	\$2,000 \$2,000		
		OFO XI RETE KERS COMPENSA	ENTION S 100<u>00</u>	┼─┼──	72WECZY1060	07/01/2012	07/04/2042	X WOSTARD OTH	ŧ		
в	AND 6	EMPLOYERS' LIA	BILITY VIN			0/10/1/2012	0770172013	A TORY LIMITS : REP. E.L. EACH ACCIDENT	ş1,00		
		FRAIENSEE EXI latory in NHI		NIA				EL. DISEASE - EA EMPLOYES			
	it yes,	describe under RIPTION GE OPE	RATIONS below		<u>!</u>			PT. DISEASE - PO. ICY I MIT			
				¦			.				
								•			
Re	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Allach 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.										
	RTIC	CATE HOLDE				CANCELLATION					
		City of Attn: Jo	Palos Verdes Es oe Mendoza los Verdes Drive			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
		Palos V	/erdes Estat e s, C	A 90274		AUTHORIZED REPRESE					
			· · ·	_				CORD CORPORATION.	All right	s reserved.	

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: Charles
POLICE DEPARTMENT: Ale Giller and
CONDITIONS: RPZ ZONG ON PDM
FIRE DEPARTMENT:
PUBLIC WORKS DEPARTMENT:
RISK MANAGER:
CITY MANAGER: NAAC DEVICIT

#4.



CALIFORNIN .

TO:

FROM:

MEMORANDUM

#5.

Agenda Item: 5_ Meeting Date: 03/12/2013 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 ecovendors/organizations proposed to be located on the Pasco 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-planued 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 LBHOA:

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 budge, 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 LBHOA 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. Forther, 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 LBHOA 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 Eunada 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 Eunado 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

FFE.	浅谷	50 75	- F € 4 4 - 1	
PAID:	x [']	44		

CERTIFICATE OF INSURANCE RECEIVED: <u>ca/cz/accs</u>

INDEMNIFICATION LETTER RECEIVED: <u>00/07/2013</u>

DATE OF APPLICATION:	FERENARY 7, 2013
CONTACT PERSON:	MARLENE BREENE
ADDRESS:	Restar Alexander Amoil Com
TELEPHONE NUMBER:	(510) 625-6180 V
EVENT SPONSOR:	LUNADA BAY HOMEOWNERS ASSOC.
ADDRESS:	P.O. BOX 51 FVE TEL NO. (310)625-480
EVENT DATE(S):	APRIL 21, 2013
	, <u>.</u>
EVENT HOURS:	11:00-4:00, SET UP 10:00
EVENT LOCATION:	PASED 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 *FERRUARY* 7, 2013, by and between <u>the Lowron Bay Homeowvers Assoc</u> a California (non-profit) corporation ("Organization"), and the CITY OF PALOS VERDES ESTATES, a municipal corporation ("City").

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 voluntcers' 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: <u>MARLENE BREENE</u>

Its: (title) 1700 MEMBERC/CHAURPERSON PARKS & TRAILS LIBHOA

CITY OF PALOS VERDES ESTATES

Dan Dreiling, Interim Gity 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,

Martin Born

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 resere banner location in Lunada Bay for the week of April 15th.

Activities will include:

Eco exhibits & vendors (same as previous year)

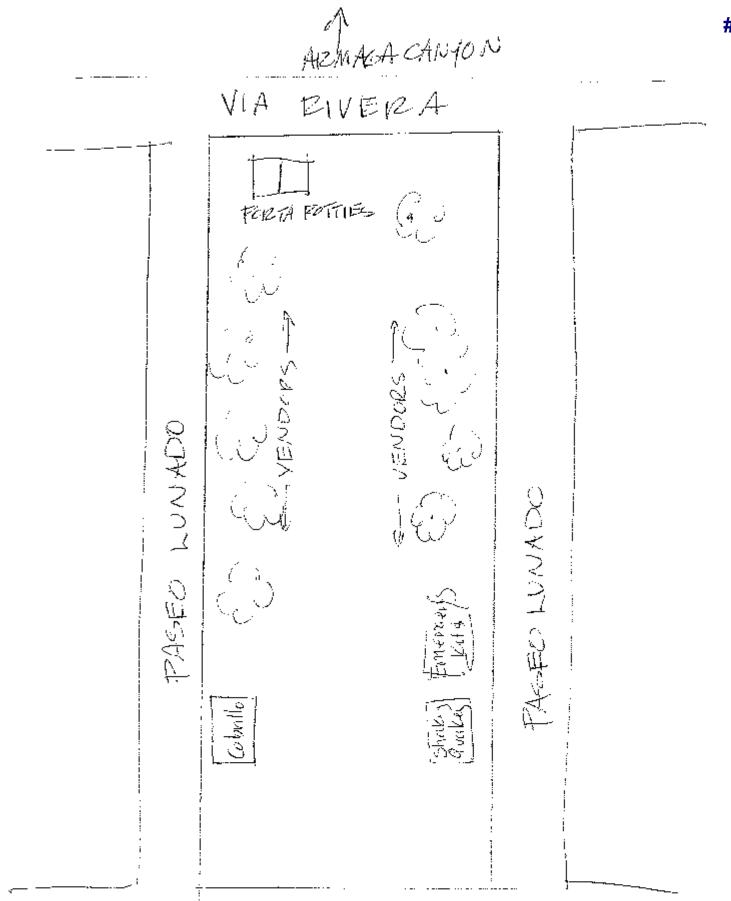
Games & crafts

Drum circle / acoustic music

Hiking activities

Porta-potties

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



S - FALOS VEEDES DR. WEST -> Montur Brence (910)625-6180 for G'S LUNADA 1344 EA12741 DAY 2013 LAYOUT **#5**.



AC	CORD. CERTIFIC	CATE OF LIAB	ILITY INS	URANC	E	#5 DATE (КОМОДОУ)3, 06/01/2012	
PRODUCER 310-326-2626 BENTLEY INSURANCE AGENCY CA LIC # 0374399			THIS CER ONLY AN HOLDER.	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.			
25220 NARBONNE AVENUE LOMITA, CA 90717				NSURERS AFFORDING COVERAGE			
INSURED LUINADA BAY HOMEOWNERS ASSOCIATION. PO BOX 51 PALOS VERDES ESTATES, CA 90274			INSURTRA R	INSURGRA: RIVERPORT INSURANCE COMPANY			
			INSURER C: INSURER D:	· · · · · · · · · · · · · · · · · · ·			
COV/67	RAGES		INSURER E:				
THE P ANY F MAY F POLIC	OURCES OF INSURANCE LISTED BEL REQUIREMENT, TERM OR CONDITIO PERTAIN, THE INSURANCE AFFORDE JES. AGGREGATE LIMITS SHOWN MA	N OF ANY CONTRACT OR OTH D BY THE POLICIES DESCRIBE	ÆR DOCUMENT WIT D HEREIN IS SUBJEC ID CLAIMS.	H RESPECT TO V IT TO ALL THE TER	YHICH THIS CERTIFICATE RMS, EXCLUSIONS AND CO	MAY BE ISSUED OR	
ask add	TL D FYREOF MSURANCE	POLICY NUMBER	POLICY EFFECTIVE	 POLICY EXPIRATION DATE (MN/DD/YY) 	N E Lawe	15	
A 🖌	General Liabelity ✓ Conducrcial Gener <u>al H</u> ability			;	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea constance)	\$ 1,000,000 \$ 100,000	
		CCP700822	06/01/12	06/01/13	MED FXP (Any one person) PERSONAL & ADV INJURY	\$ 5,000 \$ 1,000,000	
	GENLAGGREGATE LINT APPLIES PER:					\$ 2,000,000 \$ 1,000,000	
				ļ	PRODUCTS-COMPYOP AGG	s 1,000,000	
Ì	ALTONOBILE LIABILITY				COMBINED SINGLE LINIT (Ea accident)	3	
	ALL OWNED AUTOS				ODILY INJURY (Per parent)	5	
	NON-OWNED AUTOS				BODILY INAXY (Perecident)	\$	
					, PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABLITY				AUTO ONLY - EAACCIDENT	5	
				•		\$	
	CLAIMERADE				AGGREGATE	\$ \$	
	DÉDUCINELE RETENTION 6				- ~	\$ \$	
	RKERS COMPENSATION AND PLOYERS' LIABILITY				WCSTATU- 1 OTH- TORY LIMITS 1		
	Y PROPRETORIPARTNER/EXECUTIVE TOERWEINBER EXCLUDED? 3) descibe under				EL DISEASE - EA EMPLOYEE	\$	
	SCIAL PROVIENCES Dubow	· · · · · · · · · · · · · · · · · · ·			EL. DISEASE - POLICY UMIT	\$	
ESCRIPT	TEN OF OPERATIONS / LOCATIONS / VEHICL	55 / EXCLUSIONS ADDED BY ENDORS	ENENT / SPECIAL PROVISI	10HS			
AMIL	PECIAL EVENTS INCLUDIN Y MOVIE NIGHT, FAMILY P	ICNIC, SANTA MEET &	GREET, ANNUA	RK, FALL FES IL MEETING A	TIVAL, HOLIDAY HO ND EARTH DAY EV	IT CHOCOLATE ENT	
	FICATE HOLDER IS NAME Y HAS BEEN PAID IN FULL			OCIATION.			
ERTU	ICATE HOLDER						
CITY OF PALOS VERDES ESTATES, ITS OFFICERS,			DATE THEREOF	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, THE ISSURG INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN			
EMPLOYEES, AND AGENTS. 340 PALOS VERDES DRIVE WEST				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL DIPOSE NO OBLIGATION OR LIABILITY OF ANY KIND VPON THE INSURFA, ITS AGENTS OR			
PALOS	S VERDES ESTATES CA 902	274	REPRESENTATI AUTHORIZED REF	VES.			

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:
FIRE DEPARTMENT: TOTA A
PUBLIC WORKS DEPARTMENT:
FINANCE DIRECTOR/RISK MANAGER:
CITY MANAGER: ALAS ALAS ALAS ALAS ALAS ALAS ALAS ALA



CALIFORNIA

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 DIABETTS 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

AMERICAN DIABETES ういつうノター ノビムロ

PAGE 01 #6

_- - ------ - - -----





SPECIAL EVENT APPLICATION

	\$ 750 20050
FEE:	\$151.0 Fee
PAID:	<u>v v</u> e

CERTIFICATE OF INSURANCE RECEIVED: ________

INDEMNIFICATION LETTER RECEIVED: <u>637/04/13</u>

DATE OF APPLICATION: January 28, 2013

CONTACT PERSON: Donna Trujillo

ADDRESS: 611 Witshire 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 Pasco del Mar which becomes Pasco Lunado; a right on P-los Verdes Drive West before exiting the City onto Palos Verdes Drive South.

PLEASE DESCRIBE THE SPECIAL EVENT YOU PROPOSE:

#6.

On April 29, 2012, 1500 riders participated in the fouth 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 diseas a 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 Verde: Estates between the hours of 8:00 a.m. and 10:30 a.m., with the significant majority exit og 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 to pass through Palos Verdes Estates – to exceed 600 people.

As always, MARC will provide monitoring and safety throughout the rid : 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 biginning with public safety departments. Additional conditions for special events within the City may be decaned 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 confu:n that she will obtain them for this application.)

#6.

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into as of <u>February 22 2013</u> by and between <u>American Diabetes Association/Tour de Cure Ship to Shore</u>, a California (nonprofit) 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 e cut) _______ on ______, 20___; and,

WHEREAS, the pertics 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 indemnif), 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: danna Stylle

Print name: Donna Trujillo

Its: (title) Manager, Special Events

PALOS VERDES ESTATES Manlager an Dreiling, Interim City



#6.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MORODAYYYY) 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.							
	policy(tes) must be endorsed. If SUBROGATION IS WAIVED, subject to indorsement. A statement on this certificate does not confer rights to the						
PRODUCER	CONTACT Margretta Palya, AAI						
The Novick Group	PHONE FAX 0100 Erth: (301) 795-6600 FAX 100 No. Erth: (301) 795-6600 [AUC, No): E-MAIL Inc. No. Erth: (301) 795-6610						
One Church Street	EMAIL ADDRESS.mpalyaknovickgroup.com						
Suite 400	NSURER(S) AFFORDING COVERAGE NAIC 4						
Rockville MD 20850	INSURERA Philadelphia Indemnity 18058						
INSURED	INSURER B :						
American Diabetes Association	INSURER C :						
National Center	INSURGER D :						
1701 N. Beauregard Street	INSURER E						
Alexandria VA 22311	DEVISION NUMPER-						
COVERAGES CERTIFICATE NUMBER: Events	REVISION NUMBER:						
NDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY PAV	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOD BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ATU THE TERMS, EBEEN REDUCED BY PAID CLAIMS.						
INSR I YPE OF INSURANCE INSR WVD POLICY NUMBER							
	EACH OCCURRENCE \$ 1,000,000						
	PREMISES (Ealocarience) \$ 1,000,000						
A CLA WS VADE X, CCCUR X Y PHPK958973	1/1/2013 1/1/2014 MED EXP (Ave one parson) 5 20,000						
X Participant Lisbility	PERSONAL & ADV NOURY 5 1,000,000						
	SENERAL ASGREGATE \$ 2,000,000						
GUNE AGGRESSATE UNIT APPELES PER 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
GIUA YAA	[Eslaosde <u>30]</u>						
AU OWNED SCHEDULES I I	FCCDLY_NJURY_(Per accident)_S						
LI AUTOS AUTOS NON-OMNED LI AUTOS	PROPERTY DAMAGE S						
	s						
	EAC LOCOURRENCE S						
	AGGREGATE 5						
DED RETENTION \$							
WORKERS COMPENSATION							
ANY DROPSIETOREARTNER/DRECTIVE	ELLIEACH ACO DENT						
(Mandatury in RH)	FI_DISEASE + EA EMPLOYED \$						
DESCRIPTION OF CHERATIONS below	EL DISPANE - POINT I						
	Schulula Materia astar in comitanti						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Affacts ACORD 104, 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 do Curo Ship to Shore on 04/28/13.							
CERTIFICATE HOLDER	CANCELLATION						
City of Palos Verdes Estates	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED REFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
340 Palos Verdes Drive West	AUTHORIZED REPRESENTATIVE						
Palos Verdes Estate, CA 90274							
	Louis Novick/PALYA						
ACORD 25 (2010/05)	© 1988-2010 ACORD CORPORATION. All rights reserved.						

The ACORD name and logo are registered marks of ACORD

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

·. ,

#6.

:

(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: A Charles
FIRE DEPARTMENT:
PUBLIC WORKS DEPARTMENT:
RISK MANAGER:
CITY MANAGER: AND AND AND CONDITIONS:



MEMORANDUM

Agenda Item.#: 7 Meeting Date: 3/12/13

TO:		YOR BIRD AND CITY COUNCILMEMBERS				
FROM:	CHRISTI HOGIN, CITY ATTORNEY Tulu Kanday. for C. High					
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

#7.

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 eitywide, 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. R12-11, 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 <u>uninhabitable</u> 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 <u>Attachment B</u>.

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 <u>publicly owned</u> 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 <u>or which could be owned by the Palos Verdes Homes</u> <u>Association as a result of the exercise of any reversionary rights.</u>" 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 soveral 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." #7.

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 <u>Attachment C</u>. 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'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 <u>Attachment F</u>.

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 <u>Attachment E</u>.

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 multiparty 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. <u>No additional house</u>. The zone change to R1 – whether that is the whole Area A or just Areas 1 and 3 – will <u>not</u> permit another house or other habitable structure on Area A. The deed restrictions preclude construction of any habitable structure.

2. <u>No fence</u>. The application does not include a fence of the property.

3. <u>Overall benefit to open space</u>. 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. <u>Fire and emergency access</u>. The City has expressly reserved emergency access, fire road and utility casements over the property.

5. <u>No precedent</u>. 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

CALIFORNIA

Agenda Item $\#:_5$ Meeting Date: 5/8/12

TO: MAYOR BIRD AND THE HONORABLE MEMBERS OF CIFY COUNCIL

FROM: CIIRISTI 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 Homes Association's goals are to resolve the current frigation over Lots C & D and the longalanding 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 lawsoit filed by the School Board; and to maintain the community assors and character through the deed restrictions
- The School District's goals are to resolve the current litigation; to liquidate the value of 1.ots C & D; and, by separate agreement, secure an offered donation of \$1.5 million to assist District operations in fight of current fiscal challenges;
- The Property Owners' goals are to obtain limited use of an area adjacent to 900 Via Panorama; to legalize the retaining walls installed on parkland by the previous owner; to contribute to the School District by voluntary donation.

Context of the MOU

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

City founders are widely credited with conceiving a uniquely detailed vision for a magnificent community by the sea. To secure that vision, deed restrictions were imposed on the land in 1923 when the Bank of America, acting as trustee for the Palos Verdes Project, dealfed a trust indenture and outlined provisions for development of the new community. The restrictions included specific items to "preserve the func views of occan, mountains and park," and "merease with the years the wonderful natural beauty of the property." Exhibit 2 park," and "merease with the years the wonderful natural beauty of the property." Exhibit 2 architectural review of occan, mountains and to the MOU consists of a copy of the restrictions and other governing documents. The architectural review on builders administered by the Homes Association and the Palos verter of a system of architectural review on builders administered by the Homes Association and the Palos verter of the restrictions and impose a system of architectural review on builders administered by the Homes Association and the Palos verter of the restrictions and inpose a system of architectural review on builders administered by the Homes Association and the Palos verter of the Palos verter of the enterther of the Palos verter of the restriction for architectural review on builders administered by the Homes Association and the Palos verter of the restrictions and inpose a system of architectural review on builders administered by the Homes Association and the Palos verter of the transmitted and impose a system of the transmitted and indications of homes Association for the restriction for the transmitted and impose a system of the transmitted and indication for the transmitted and indications of homes in Palos verter of the transmitted and indication for the transmitted andice approval of all architectural planes and models are approva

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

The Cireat Depression hit the area hard. I tots were not selling well and property owners were not keeping up with their assessments. The Homes Association faced financial min 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 forcelosure. Both the amount of back taxes and faced the possibility of losing the property to forcelosure. Both the 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) Mataga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Lunada Bay Elementary; (iv) Palos Verdes High School; (v) Montemalaga Elementary; (vi) Matgate (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.

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

1. Background

าอินเมธงบุ Code section 65852.9 compets the reconing and subdivision of the property without public nommovod tail bus anoisolidge noisiviblus and aninozor rol somboord gringed yranibro 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 onforceable. The second cause of action is for declaratory relief and is against both the City filts are another the school/park/recreation are restrictions are school/park/recreation are restrictions are sufficient to a school/park/recreation are restrictions. and reduces 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 taniage si bus "ofth fourth is first of action. The first is to "ofthe suith and is against & D preclude residential development. The District filed a lawsuit against the City and the O stol. For Lot Secret of the plan because the dood 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 was the sale of Lots C & D for development as residential loodoß out that and otherwise to manage its budget. One of the actions that the School 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 stories 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

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 reconing and the City must consider any such application in light of the applicable laws.

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 the tight to teconing 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.

Meanwhile, following approximately four and a half days of Irial 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 L. The court specifically finds that the deed restrictions for Lots C & D are valid and enforceable against the School District. As the prevaiiing party, the Homes Association was awarded costs of S16,491.83. The Homes Association also filed a motion with the trial court seeking to recover \$291,701.25 in automeys' lees. That motion was denied on February 14, 2012.

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.

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.

4 Dismissal of the litigation and status of the judgment

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

foodoS dgiH sebreV sola fa stdgi. I . &

a. Background

The City and Homes 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's development as manifested in the PVE General Plan and the deed restrictions. The city and the Homes Association both believe that outdoor institutional lighting warrants eareful review to determine neighborhood compatibility and avoid any adverse land use linpacts. Generally speaking, outdoor lighting would not likely be consistent with the City's fand use goals and the Homes Association's acsthetic goals. As stated above, the School bistrict has the authority under state law to exempt itself from City zoning standards in considered by courts to be classroom facilities, are at issue. Athletic fields have been considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may on the athletic field. The state law, however, does <u>not</u> console the School District to exempt inself from the deed restrictions.

One of the goals in preparation of the MOU was to prevent use of lights – temporary of permanent -- at PV Iligh 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 legislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at challenge and effectuate the parties' intent. For that reason, the MOU does not simply to the fight and flegislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at legislative actions. While not entirely clear how this doctrine would apply to the situation at the fights and the situation at the attributies with respect to certain legislation at the attributies with the field.

UOM and to reality as

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 which the Homes Association has allowed an expedited by, as long as the School District, the Homes Association by the Homes Association, by the Homes Association, by as long as the School District does not high the PV High athletic field without the consent of the City or the Homes Association. If the School District does not high the PV High athletic field without the consent of the City or the Homes Association. If the School District does high the the flores as the school District does not high the PV High athletic field without the consent of the City or the Homes Association. If the School District does high the the flores have a strest does not high the PV High athletic field without the consent of the City or the Homes Association. If the School District does high the flores have by the Homes Association. If the School District does high athletic field without the consent of the City or the Homes Association. If the School District does have by the flores have by the flores have by the flores at the school District does not high the PV high athletic field, the Homes Association have at the school District does have by the flores have by the flore flore the school District does have by the flore to the flore the school District does have by the flore the

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 fimited 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. <u>Background</u>

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

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

UOM off to softigo, I od T

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

	<u>. </u>
\overline{B}_{Y} separate donation agreement, the Property Owners' donate \$1.5 million to the School District	-9
Court judgment becomes final.	5.
The School District and Homes Association dismiss fire appeals and the Superior	<u>"</u>
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)	4
restrictions in favor of the City) for a purchase price of \$500,000	<i></i>
Homes Association transfers Area A to the Property Owners (subject to deed	- 15
Homes Association for Lot & D and Homes A second	
The City exchanges Area A (subject to deed restrictions in favor of the City) with the	5'
grant deods	
Lots C & D revert back to the Homes Association pursuant to right of reversion in	Ţ.

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

Correspondence Received

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

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 Hogin 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

APN: 7545-002-900

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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.
- 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.
- 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.

- 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.
- 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 🖗 of August 2012.

GRANTOR:

Dated

Mayor George F)Bird, Jr.

ATTEST:

By:

idy Smith, City Clerk

8-8-12

State of California

County of Los Angeles

On <u>Acquet 8, 2012</u> before me, <u>VICKIE Kroneberger</u>, a Notary Public in and for said State, <u>George F.Bird. Tr</u>, 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/ber/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.

Vulie Kionelage



(This area for notary stamp)

Agreed and accepted this 13 day of August 2012

GRANTEE:

Palos Verdes Homes Association By:

Palos Verdes Homes A By: Dalp P. Hortman, President

State of California

County of Los Angeles

On <u>August 13,2013</u> before me, <u>VICKE Kroneberger</u>, a Notary Public in and for said State, <u>Dalef</u>. <u>Hoffman</u> 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/bef/their authorized capacity(ies), and that by his/ber/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 Thickie Klorebags



(This area for notary stamp)

State of California

County of

4

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"

#7.

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:

2012 Brian O'Neill L.S. 8958



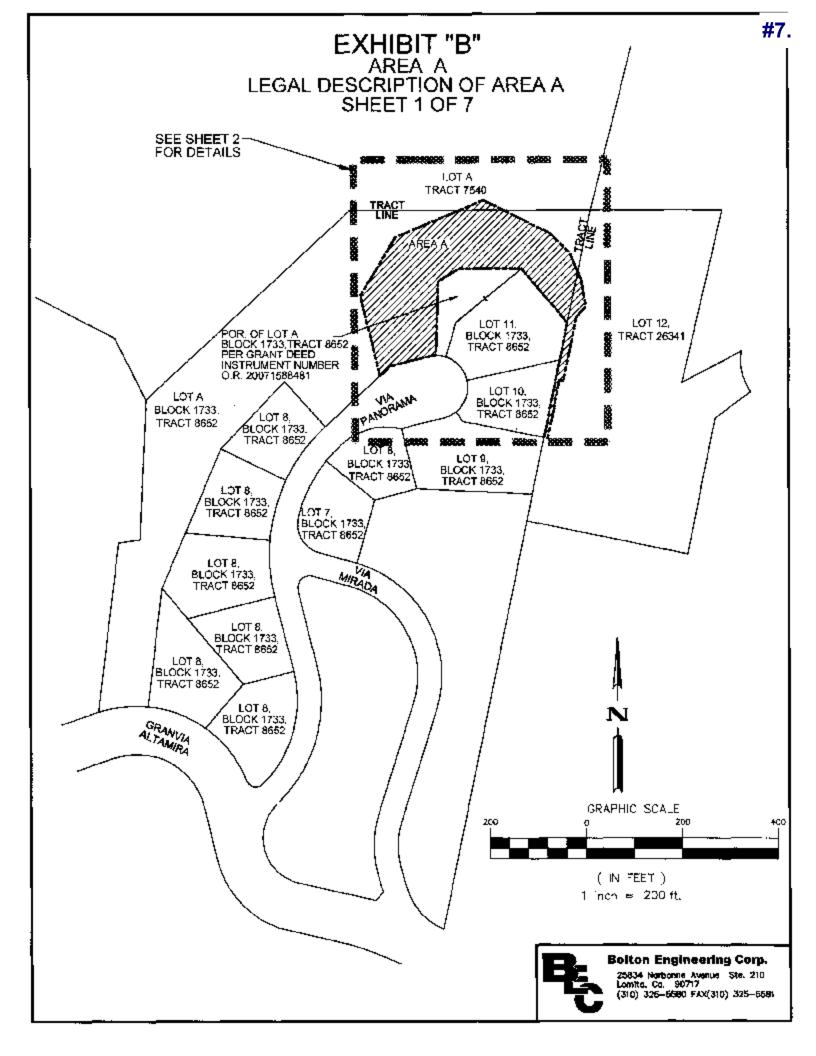
8 ТІВІНХЭ РКОРЕКТҮ МАР

.

.

.

.



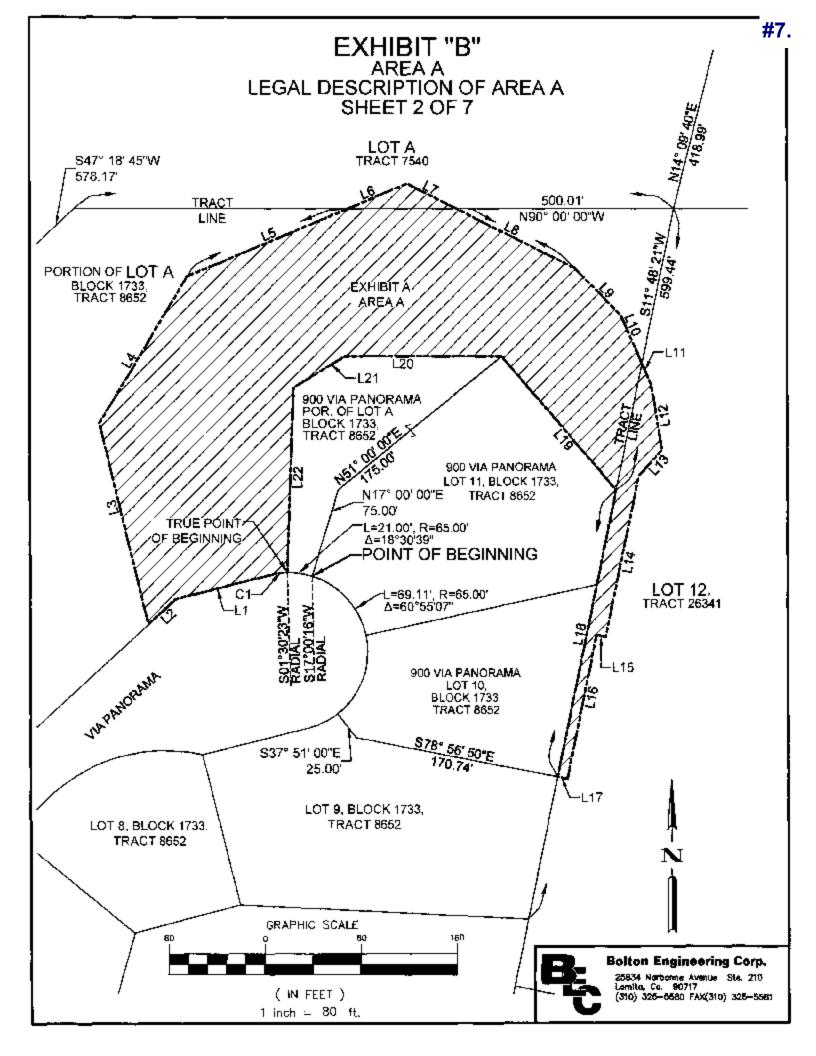


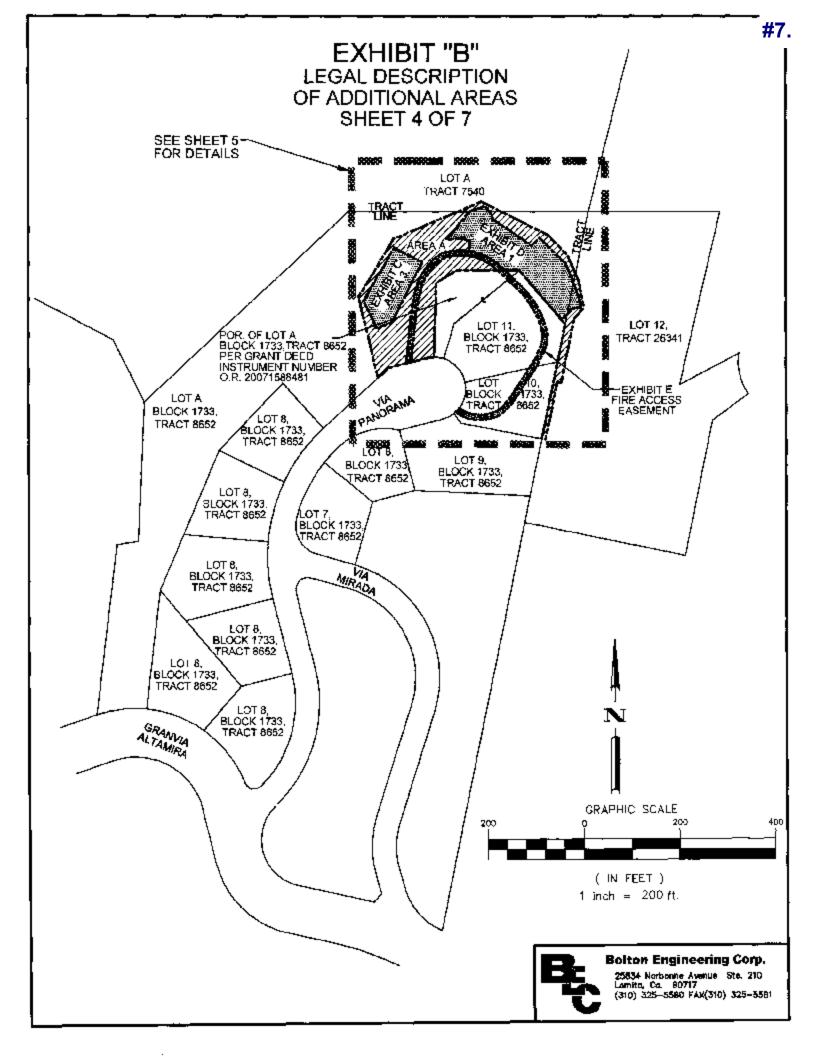
EXHIBIT "B" AREA A LEGAL DESCRIPTION OF AREA A SHEET 3 OF 7

Parcel Table- Area A			
Line #/Curve #	Length	Direction/Delta	Radius
Č1	14.23'	012"32'37"	65.00'
L1	81.57	875° 57' 00"W	
L2	30 82'	S471 46' 30"₩	
L3	170.82	N131 381 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'	\$63" 38' 17"E	
L8	109.59	S63° 38' 17"E	
L9	55.7 9'	S44° 16' 41"E	
L10	42.75'	S23° 40' 31″E	
L:1	15.58	S23° 40' 31"E	
L12	55.28	S09° 29' 24'E	
£13	28.9 9 '	S42° 31' 34''W	
£14	135.81°	S11° 48' 21''W	
L15	7. 82 '	N77° 50' 33"W	
L16	321.49	S11° 48' 21"W	
L17	8.24'	N?8° 56' 11''W	
L18	242.08'	N11° 48' 23"E	
L19	146.21'	N40° 41' 40'W	
L20	130.D0'	N90° 00' 00' W	
L21	50.50'	\$59° 00' 00''W	
±22	153.12	S02° 01' 4 5'₩	



Bolton Engineering Corp.

25834 Narbonne Avenue - Ste. 210 Lomita, Ca. 90717 (310) 325–5580 FAX(310) 325–5581



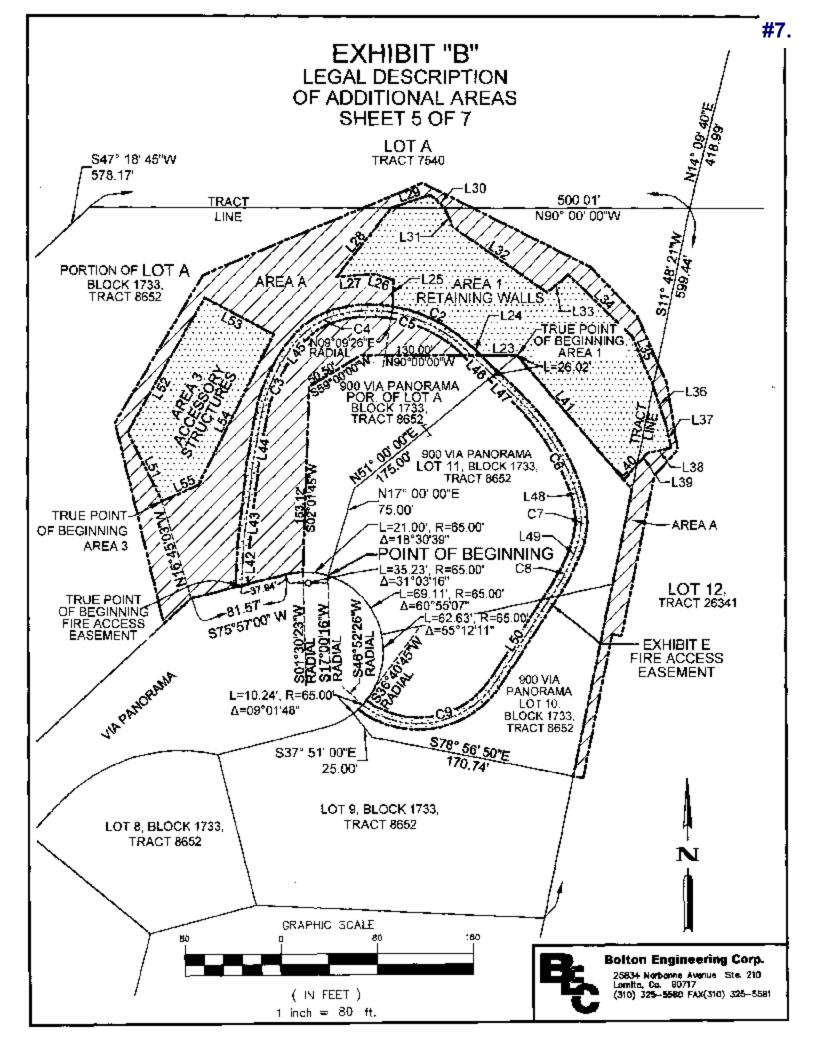


EXHIBIT "B" LEGAL DESCRIPTION OF ADDITIONAL AREAS SHEET 6 OF 7

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	
Ċ2	70.90'	033*51'03"	120.00
L25	21. 8 0'	N01° 28' 14"E	
L26	1 7.17	N73° 44' 50'W	
L27	31.15	\$85° 10' 03'W	
L28	73.26	N38° 54' 47"E	
L29	34.4 4 '	N71° 43' 24"E	
L30	15.72'	\$46" 36' 20"E	
L31	17.27	\$23° 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	
L.37	17.79	\$11° 06' D9"E	
L38	20.22	S78° 08' 50"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 Narbonne Avenue Ste. 210 Lomita, Ca. 90717 (310) 325-5580 FAX(310) 325-5581

#7.

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

Parcel Table- Fire Access Easement				
Line #/Curve #	Length	ength Direction/Delta F		
142	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. 8 2'	044°03'01"	70.00'	
C5	106.31'	0 5 2°57'59″	115.00	
14 6	33.00	S46° 59' 31"E	-	
L47	26.08	\$46° 59' 31"E		
Ç6	94.11	029°08'47'	185.00	
L48	3.60'	S17° 50′ 44'E		
Ç 7	45.26	039*53'30'	65,00	
L49	6.91'	S22° 02′ 45″W		
Ca	29 79'	011° 22'38 "	150.00'	
L50	90 .67′	S33° 25' 23"W		
C9	126.64'	093°15'22"	77.80'	

Parcel Table- Area 3: Accessory Structures					
Line #/Curve #	Line #/Curve # Length Direction/Delta				
1.51	64.31	N26° 27' 12"W			
L52	128.00	N30" 04' 46"E			
L53	65.00	\$62° 26' 47"E			
L54	139.90	S25° 45' 41"W			
L55	32.96	S66° 06' 05''W			



Solton Engineering Corp.

25534 Norbonbe Avenue 5te. 210 Lomito, Co. 90717 (310) 325-5580 FAX(310) 325-5581

#7.

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 O'Neill L.S. 8958



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°56'32" 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:

Onul 2012 Brian O'Neill L.S. 8958



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°53'30" AN ARC DISTANCE OF 45.26 FEET (C7);

THENCE SOUTH 22°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°22'38" AN ARC DISTANCE OF 29.79 FEET (C8)

THENCE SOUTH 33°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°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°01'48" NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 10, A RADIAL LINE TO SAID NON-TANGENT POINT BEING SOUTH 36°40'45"WEST (R=77.80 FEET) AND SOUTH 46°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 O'Neill L.S. 8958



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:

onell Brian O'Neill L.S. 8958



EXHIBIT "F" 1 OF 1

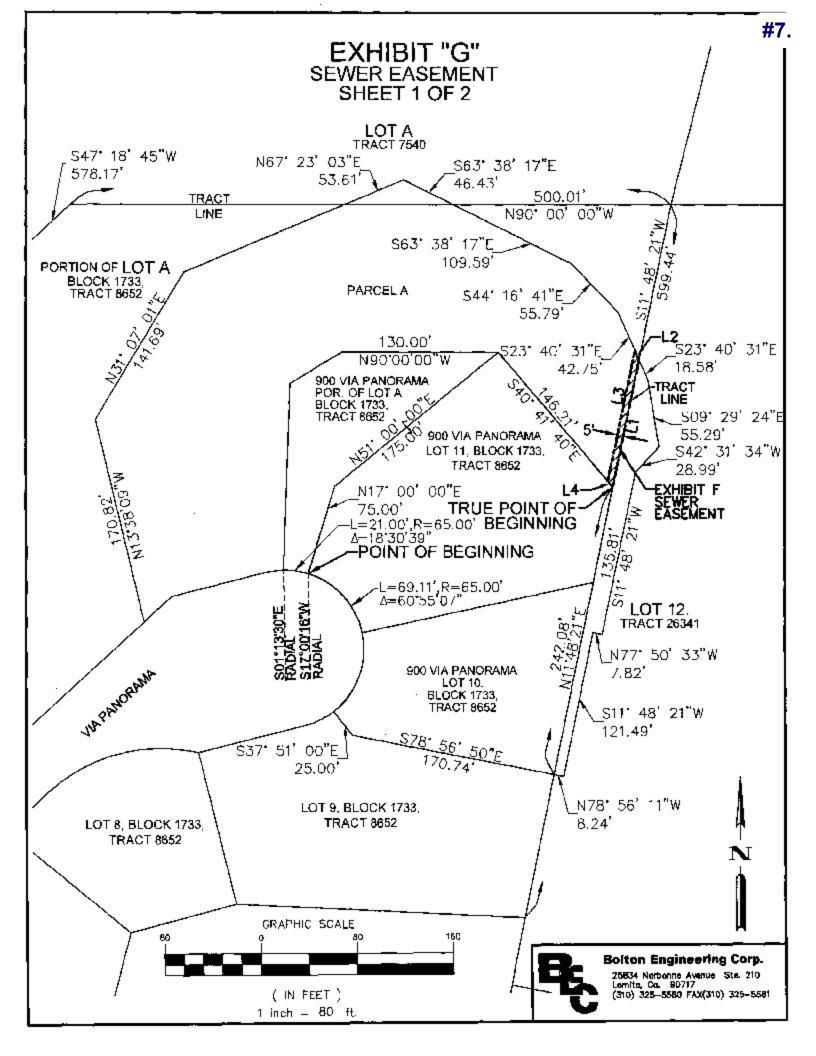


EXHIBIT "G" SEWER EASEMENT SHEET 2 OF 2

Line Table			
Line #	Length	Direction	
	106.85'	N11° 48' 21"E	
L2	8. 6 1'	N23° 40' 31'W	
L3	110.02	\$11" 48' 21"W	
L4	6.30'	S40° 41' 40'E	

.



Bolton Engineering Corp.

25834 Norboine Avenue Ste. 210 Lomita, Cd. 90717 (310) 325-3580 FAX(310) 325-5581

#7.

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 O'Neill L.S. 8958



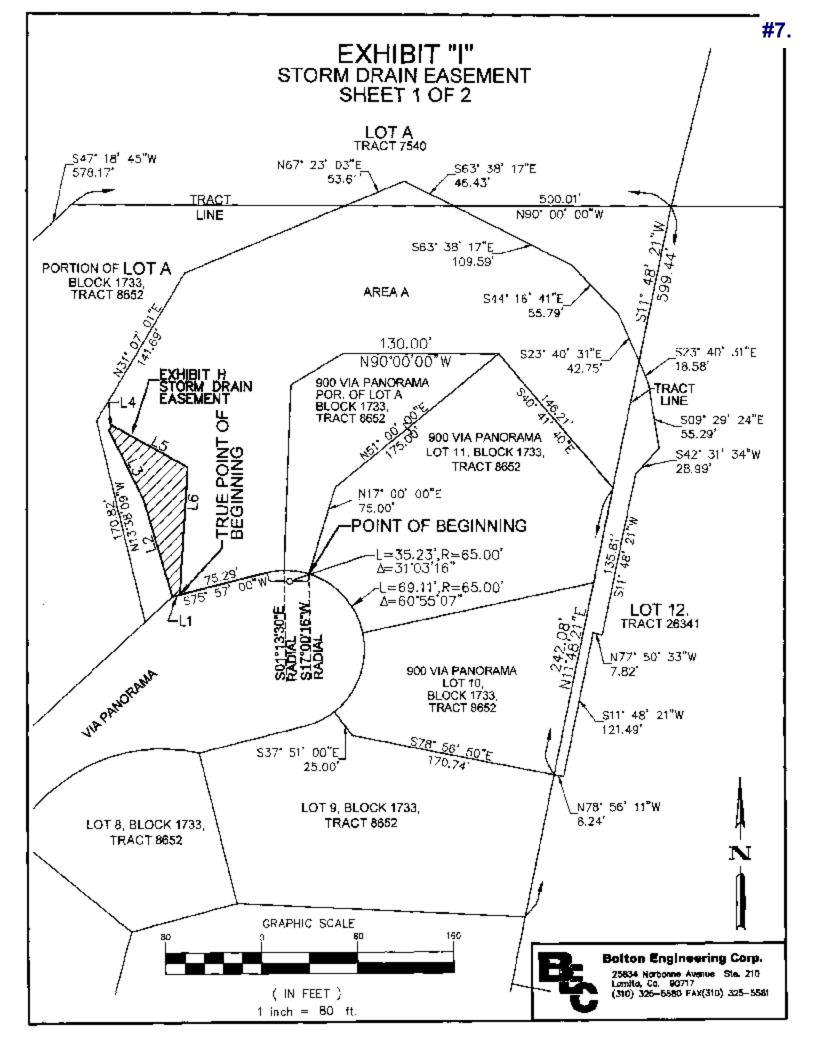


EXHIBIT "I" STORM DRAIN EASEMENT SHEET 2 OF 2

Line Table			
Line #	Length	Direction	
L1	5.28'	\$75" 57' 00"W	
12	83.37'	N16° 45' 03''W	
L3	64 .31'	N26" 27' 12"W	
L4	4.76	N30° 04' 46"E	
15	7 2.17'	S61° 12_30"E	
L6	105,47'	\$03" 43' 56 "W	



Bolton Engineering Corp.

25834 Norbonne Avenue Ste. 210 Lomita, Co. 90717 (310) 325-5580 FAX(310) 325-5581

#7.



~-

This page is part of your document - DO NOT DISCARD







#7.

١

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

09/05/12 AT 08:00AM

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



PCOR SURCHARGE \$20.00





LEADSHEET



201209050240010

00006385279



SEQ: 10

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

.

ER0077

T44



#7. RECORDING REQUESTED BY: FIRST AMERICAN TITLE COMPANY l MATIONAL HOMEPUNI DER SERVICER SUBDIVISION DEPARTMENT RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: 1327415 Thomas J. Lieb 11 25550 Hawthorne Blvd. Torrance, CA 90505 4137274-50 ۱۹ 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 cheornhrances remaining at time of sale. hrest Amorican Signature of Declarant of Agent determining tax Firm lame 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 ("Grantec"), 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

#7.

į

I

3

4

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, 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 <u>13</u> day of <u>Augus</u> 1-2012.

GRANTOR:

Palos Verdes Homes Association

Agreed and accepted this 14 day of August 2012

GRANTEE:

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

Turtee By:

State of California

County of <u>LOS Anglies</u>) On <u>Avgust 13,20/2</u> before me, <u>NICKIE KKINLEBERGER</u>, a Notary Public in and for said State, <u>Dale P. Hoff on the</u> 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/ske/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 1 Julie Kronels on



#7.

ñ

(This area for notary stamp)

State of California

County of <u>US HNGGES</u>) On <u>Ava H, 2012</u> before me, <u>FRHA MARQUEZ</u>, 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 scal.

Signature



(This area for notary stamp)

STATE OF CALIFORNIA

}SS.

COUNTY OF LOS ANGELES

On August 13, 2012, before me, Vickie Kroneberger, a notary public, personally appeared Dale P. Hoffman, who 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/hea/their authorized capacity(ies), and that by his/ser/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(a) 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 Willie Knonelage



#7.

(This area for official notaries seal)

jss.

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

On August 14, 2012, before me, Imna Marquez, a notary public, personally appeared Thomas J. Lieb, Trustee, who 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 cooacity(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 band and official seal.

Signature

(This area for official notaries seal)

STATE OF	ÇAL	IFORI	ΥIA
----------	-----	-------	-----

}	
}	SS.
ł	

COUNTY OF LOS ANGELES

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 bis/her/their authorized capacity(ies), and that by his/ber/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.

Signstore

(This area for official notaries scal)

STATE OF CALIFORNIA	ł
)SS.
COUNTY OF LOS ANGELES	}

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 be/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 seai)

7

EXHIBIT A PROPERTY LEGAL DESCRIPTION

-

. 1

.

.

I

Ì

.

¢

q

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 (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 53°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, B..OCK 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 PORTION OF LOT A, TRACT 8652, AS PER DEED RECORDED IN INSTRUMENT NO. 20071588481 ON JULY 3, 2007 O R;

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:

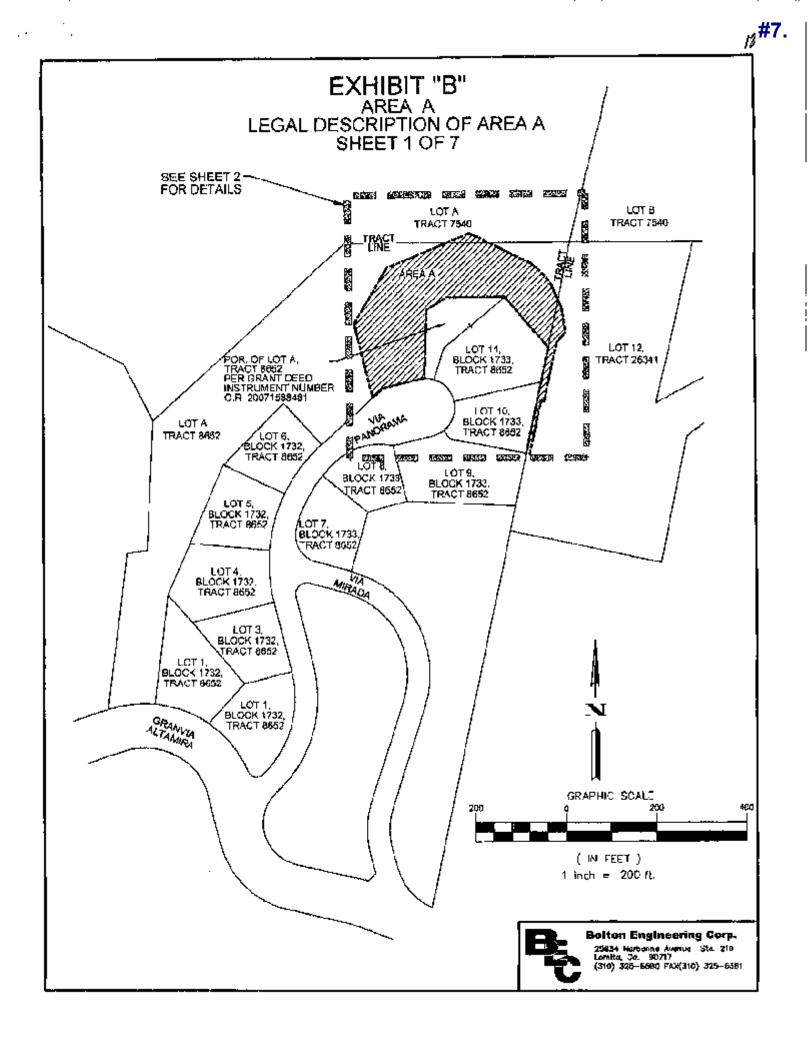
てつべし Ross N. Bolton R.C.E. 26120



#7.

EXHIBIT B PROPERTY MAP **#7**.

11



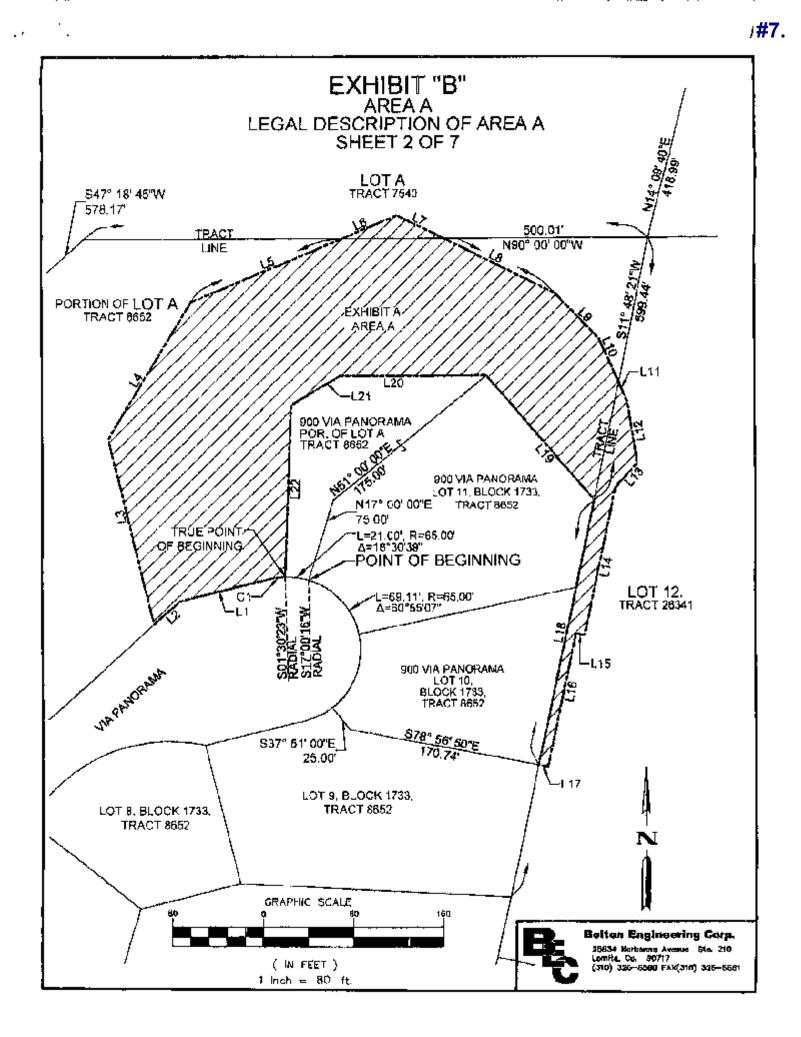


EXHIBIT "B" AREA A LEGAL DESCRIPTION OF AREA A SHEET 3 OF 7

•

. .

-- - - - -- --- --

, , ,	Parcel Table- Area A			
Line #/Curve #	Length	Direction/Delta	Radius	
C1	14 23'	012°32'37"	65.00'	
L1	81.57	\$75° 57' 00"₩		
L2	30.82'	\$47° 4 6' 30''W		
13	170.82	N13° 38' 09'W		
£4	141.69	N31° 07' 01''E		
. L5	144,69	N67° 23' 03'E		
L6	53.61'	N67° 23' 03"E		
L?	46.43	\$83° 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	65.29 ^r	\$09* 29' 24"E		
L13	28.99	S421 311 34"W	 :	
L14	135.81'	S11" 48 21"W		
L 15	7.82	N77" 50' 33"W		
L16	121,49	S11º 48' 21"W		
L17	8 24'	N78° 56' 11"W		
£18	242.08	N11° 48' 21'E		
£19	146.21'	N40° 41' 40''W		
1.20	130.00'	N90° 00' 00''W		
د21	50.50'	\$59° 00' 00'W		
L22	153.12	S02" 01' 45"W		



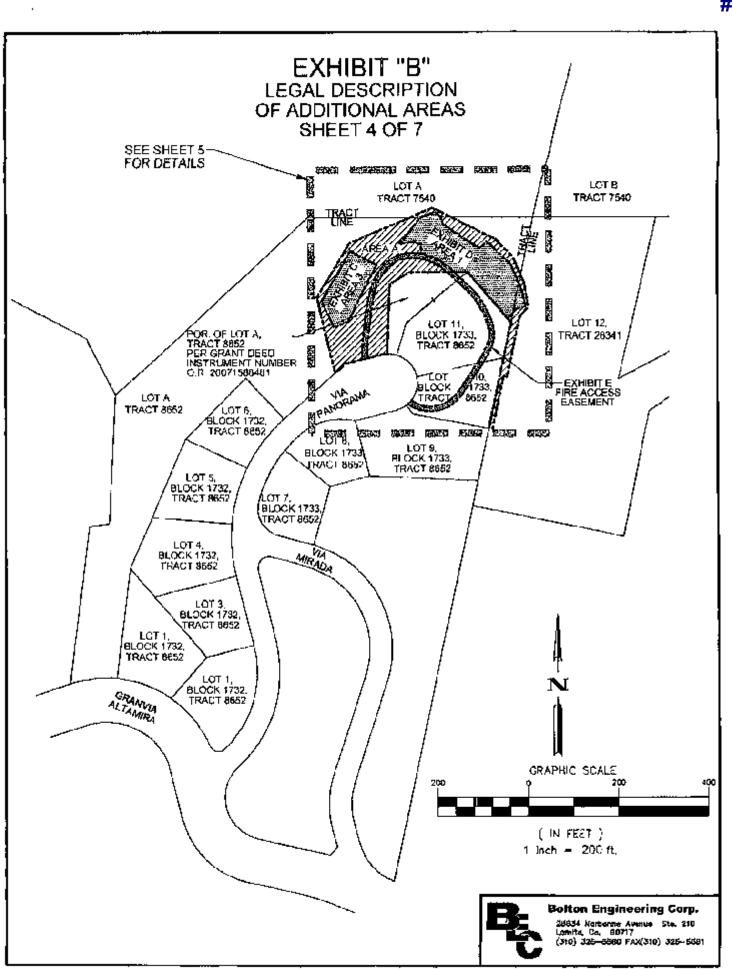
Bolton Engineering Corp.

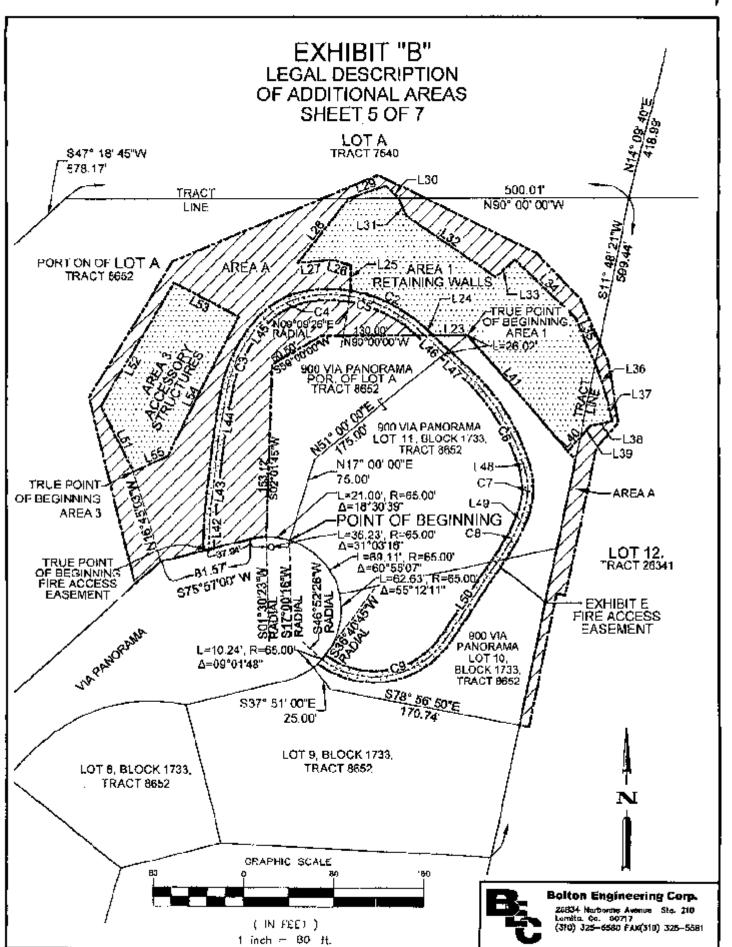
20634 Norbonno Avenus Std. 210 Lomita Ca. 80717 (310) 325-3860 FAX(310) 325-3061

#7.

:

• •





,#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	N30, 00, 00, M	
L24	14 \$1	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	\$85° 10' 03"W	
L28	73.26	N38° 54' 47"E	
L29	34.44'	N71° 43' 24"€	
L30	15.72	\$46° 36' 20"E	
L31	17.27	S23° 22' 57″C	
L32	95 37	\$55° 41 39°E	
L33	22.70	N48° 56' 32"E	
L34	73.24	\$46° 33' 00' E	
£35	45.24	\$23° 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'	\$41° 19' 15"W	
L40	16.83'	S41° 19' 15'W	
L.41	135.7 6 '	N40° 41' 40'W	

P.

Bolton Engineering Corp.

25834 Northennin Alemon Sto. 210 Lomita Co. 90717 (310) 323-5860 PAX(310) 325-3561

,#7.

Parcel Table- Fire Access Easement			
Line #/Curvc #	Length	Direction/Delta	Radius
L42	2 9 .17	N02* 04: 55"E	
L43	68 90'	N06" 34' 58"E	
L44	35,76'	NQ9* 36' 03"E	
C3	62.18 [.]	026*23'26"	135.00
_45	5.00'	N35° 59' 29"⊡	
C4	53.82	044°03'01"	70.00'
C5	106.311	052°57'59"	115.00"
L46	33.00	\$46° 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	\$33° 25' 23'W	
C9	126 64'	093*15'22"	77.80'

. · · ·

Parcel Table- Area 3: Accessory Structures			
Line #/Curve #	Length	Direction/Dalta	Rađius
L51	64.31	N26° 27' 12'W	
L52	128 00	N30° 04' 46"E	
L53	65.00	S62° 26' 47'E	
154	139.90	\$26° 45' 4 1"W	
L.50	32.96	S66° 06' 05"W	



--- . .

Bolton Engineering Corp.

28534 Norbanno Avenue Ste. 210 Lonita Ca. 90717 (310) 325-5580 FAX(310) 325-5581

<u></u>⁴^{#7.}

EXHIBIT C- ACCESSORY STRUCTURES AREA 3 LEGAL DESCRIPTION

.. '.

#7. 19

EXHIBIT "C"

istriction Contraction

,#7. \

28

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 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.

AUG 30,201

PREPARED BY BOLTON ENGINEERING CORPORATION:

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





PLANNING COMMISSION STAFF REPORT

FEBRUARY 19, 2013



MEMORANDUM

Agenda Item #: ______ Meeting Date: ________

TO:	PLANNING COM	AMISSION	
FROM:	ROBERT M, SM	ITH, ASSISTANT CITY ATTORNEY	
SUBJECT:	ZC-2/M-902-13; ZONE CHANGE AND MISCELLANEOUS APPLICATIONS FOR THE PROPERTY LOCATED AT 900 VI 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. 3	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 deedrestricted 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 leet 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.

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 and preserve the remaining area as open space. As further described below, regardless of whether parents of the area whether placed A is zoned R-1 or Open Space, no additional structures will be permitted on the majority of Parent A.

The Planning Commission may take action on the Miscellancous Application to permit the affetthe-fact approval of existing retaining walls without City Council approval. Pursuant to the Municipal Code, the None Change requires City Council approval. Upon receipt of the Planning Commission's recommendation, the None 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.

sunital \mathcal{M} sunitation \mathcal{M} sund \mathcal{M}

The OS zoned is defined in the Zoning Ordinance as follows: "The open space zone land consists of all <u>publicly owned</u> 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 <u>owned by the Palos Verdes Feminsula</u> Library District, and all land <u>exercise of any reversionary rights</u>." PVEMC §18,16,010 (emphasis added).

The R-1 zone generally permits single-family dwollings and accessory buildings and uses, timited to private recreational facilities; private bath house, greenhouse, or gardens; and/or private shed or workshop. PVHMC § 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 development of the parties, subject to compliance with the requirements for such development of accessory structures of the City and [PVHA], that [the property adding, barbeque, and/or any other uninhabitable 'accessory structure,' as defined by . . . PVF,MC 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 coverants, ordinances, and codes. Any such structure shall comply with any and all requirements of City, [PVHA], and the Art defined by . . . is applied to height, size, orientation, design, and setback."

Further, in Palos Verdes Fatates, 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, all 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. 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 nightfime 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.

As part of the MOU, the City agreed to convey Parcel A to the Homes Association and receive Y, ots C and D (which under the MOU reverted back to the Homes Association ownership). The Homes Association agreed to sell Parcel A (subject to the deed restrictions identified below) to the energy of 900 Via Panotana. 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 herefits on undisturbed portions of Parcel A and reserving several utility-related correct space herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits on undisturbed portions of Parcel A and reserving several utility-related excinents on herefits of A in favor of the City.

uopvoyddy tuaisn)

The application seeks a some change for Parcel A from Open Space to R-1 and affer-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 MOU 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 casement 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 existing retaining walls and (2) approval of construction of specified non-habitable accessory existing retaining walls and (2) approval of construction of specified non-habitable accessory existing retaining walls and (2) approval of construction of specified non-habitable accessory existing retaining walls and (2) approval of construction of specified non-habitable accessory existing retaining walls and (2) approval of construction of specified non-habitable accessory 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.

The City generally has a general policy to prohibit structures in City-owned parkland. While this policy distavors granting permits for after-the-fact structures in open space or reconing 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 the 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 struct 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 MOU would prohibit any other additional development on the parcel.

This application is contemplated as part of a larger MOU, which allowed the City to resolve hitigation which challenged the Homes Association deed restrictions to PVPUSD property within the City and permitted the retention of Lots C and D by the Homes Association in their current modeveloped state. The result of this settlement allowed the retention of other key open space lots within the City. The existing relaining 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 PVHA could seek removal of the structures or reversion of Parcel A to PVHA.

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 <u>January 28</u>, 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

CALIFORNIA

Agenda Item #:<u>5</u>_____ Meeting Date: <u>5/8/12_</u>____

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 Homes Association's goals are to resolve the current liftgation over f.ots C & D and the long-standing dispute over the enforceability of the deed restrictions on all District owned property; to be reimbursed its attorneys' locs spont defending the deed restrictions in the lawsuit filed by the School Board; and to maintain the community assets and character through the deed restrictions
- The School District's goals are to resolve the current inigation; 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 Property Owners' goals are to obtain limited use of an area adjacent to 900 Via Panorama; to legalize the retaining walls installed on parkiand by the previous owner; to contribute to the School District by voluntary donation.

Consext of the MOU

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

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

In these early days of the Peninsula's development, the trustee also deeded 800 acres to the trustee also deeded 800 acres to the trustee also deeded 800 acres to the vision. Specifically, in 1925, various lots subject to deed restrictions which limited the use of the properties to public schools, parks, playgrounds or recreations areas were conveyed by grant deed to the Hones Association (the 1925 Grant Deed). From these conveyed by course was built, a swimming club constructed, the La Venta fin was erected and remaining portions of City land were created as parks and open areas, or planted with trees, sirubs, and portions of City land were created as parks and open areas, or planted with trees, sirubs, and neural flowers.

The Groat Depression hit the area hard. For were not selling well and property owners were not keeping up with their assessments. The Homes Association faced financial run with inadequate funds to maintain its obligations. Its operating funds were derived from annual assessments and safes of lots. By 1938, the Homes Association owed the state a significant assessments and safes 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 forcelosme. Both the amount of back taxes and faced the possibility of losing the property to forcelosme. school district and the soon-to-be city played a role in saving the properties from forcelosure 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.

The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. Those seven properties are controonly known to residents as (i) Malaga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Linada 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 and creations.

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

L. Background

besting. public inorthin vitragory and to noisivibdus and granozor off slogmoo 2.52856 noisoes abot monutiovod teth bus snotheolique noisivilidus and subdivision applications and that Government signal prevent the subject to the property and (b) the District is not subject to the O(ty)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 Cityschool/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 "quict title" and is against she due to the City and the District filed a lawsuit against the City and the $\Omega \otimes D$ O stod for how and 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 was the sale of Lots C & D for development as residential actions to cuts costs and otherwise to manage its budget. One of the actions that the School relief. To address its ongoing financial challenges, the School District has taken many ebivory fliw tollact bound on the lease tax measures on the November ballot will provide stories budget plan for 2012-13 again cuts the level of state funding for school districts Like all public schools in Cahlornia, the School District is facing financial challenge. The

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 reconing and the City must consider any such application in light of the applicable laws.

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 recomming under certain circomstances. The City held a public feating to consider the application and tabled the matter until the court determined whether the deed restrictions (which precluded residential development) were valid and enforceable.

Meanwhile, Following approximately four and a half days of trial in spring 2013, on September 22, 2011, the trial court entered judgment for the Homes Association in the School District's tawait. 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.

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.

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. <u>Effect of the MOU on Lots C & D</u>

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 lunds. 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 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 scll 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 "ImJaintain 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.

4. Dismissal of the linkation and status of the judgment

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

B. Lights at Palos Verdes High School

a. Background

The City and Homes 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's development as manifested in the PVE General Plan 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 formed as the authority under state law to exempt itself from City zoning standards in considered by courts to be classroom facilities. Accordingly, under state law the District may considered by courts to be classroom facilities. Accordingly, under state law the District may on the athletic field. The state law, however, does <u>not</u> enable the School District to exempt itself from City zoning requirements (hat would otherwise prohibit the use of lights on the athletic field. The state law, however, does <u>not</u> enable the School District to exempt itself from the deed restrictions.

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 athletic field without the City's and the Home Association's on the athletic field. The law creates a complicates that it does not have plans to install lights on the athletic field. The law creates a complication in addressing this issue because the fights not bind the hands of future school boards with respect to certain hand, all parties want to structure the agreement in a manner that would withstand legal hand, all parties want to structure the agreement in a manner that would withstand legal obligate the School District to never install or use lights on the PV High athletic field. Instand, the parties' intent. For that reason, the MOU does not simply to field the MOU does not structure the agreement in a manner that would withstand legal obligate the School District to never install or use lights on the PV High athletic field. Instand, the MOU does not the structure the school boards the field withstand legal the School District to never install or use lights on the PV High athletic field.

a. Effect of the MOU

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, the Homes Association. 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, the Homes Association has allowed an expedited. Art Jury. This truncated review process is a voluntary concession by the Homes Association, which the Homes Association has allowed an expedited. Art Jury. This truncated review process is a voluntary concession by the Homes Association, which the Homes Association by the Homes Association, by, as long as the School District does not light the PV High athletic field without the consent of the City of the Homes Association. If the School District does not light the PV High athletic field without the consent of the City of the Homes Association. If the School District does not light the PV High athletic field without the consent of the City of the Homes Association. If the School District does not light the PV High athletic field without the consent of the City of the Homes Association. If the School District does not light the PV High athletic field without the consent of the City of the Homes Association. If the School District does not light the PV High athletic field without the tones of the City of the Homes Association. If the School District does have the fore the field without the tones of the City of the Homes Association. If the School District does not light the PV High athletic field without the tones of the City of the Homes Association. If the School District does have the field without the tones of the City of the Homes Association. If the School District does have the field without the tones of the City of the Homes Association. If the School District does have the field without the tones of the City of the Homes Association with the preduction the bar does not have the field with the field

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 casement 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

S400,000 (to cover the attorneys' fees and costs associated with the Litigation), and transfer \$\$100,000 (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 file access road.

UOM adt lo saitsigod adT

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

By separate donation agreement, the Property Owners' donate \$1.5 million to the School District	9
The School District and Homes Association dismiss the appeals and the Superior Court judgment becomes final.	֍
Homes Association transfers \$100,000 to the City for its use lowards municipal Homes Associated with the lawaut) purposes (retaining \$400,000 for resolution of legal costs associated with the lawaut)	. ‡.
000,000\$ to price a purchase price of \$500,000 in Review of \$500,000	
Homes Association transfers Area A to the Property Owners (subject to deed	.5
T Source Association for the Action of the	
The City exchanges Area A (subject to deed restrictions in favor of the City) with the	5
grant deeds	
I ous C & D revert back to the Homes Association pursuant to right of reversion in	-[

The Homes Association, through its Board, has authority to enter into this MOU by virtue of Aniele 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 two MOU and indicated its wilfingness to approve the MOU as presented.

Correspondence Received

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

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 casements 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 Hogin 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 PYPUSD AND OF ENCROACHMENT IN NEAR 900 VIA PANORAMA AND CITY PARKLAND DISPOSITION OF CERTAIN OPEN SPACE PROPERTIES (LOTS C & D).

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

<u>Section 1</u>. 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.

<u>Section 2.</u> 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.

<u>Section 3</u>. 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 Unitied School District, and the property owners of 900 Via Panorama, which is attached as Exhibit "A" and incorporated by reference. The Mayor is authorized to execute the MOU on the City's behalf.

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 sⁱⁿ day of May 2012.

George F. Bird, Jr., Mayor

:TSBTTA

Judy Smith, City Clerk

mot of as bevorgdA

Christi Hogin, City Attorney



Privileged and Confidential Pursuant to California Evidence Code Sections 1152 and 1154 RECORDING 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 Fine 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/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)

WEWOBVIDOW OF CUDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and among the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("School District"); The for CITY OF PALOS VERDES FIGNES ASSOCIATION, a California corporation ("Homes Association"); whe CITY OF PALOS VERDES ESTATES ("City"); and THOMAS L LIEB, TRUSTEF, THE VLA OF PALOS VERDES ESTATES ("City"); and THOMAS L LIEB, TRUSTEF, THE VLA OF PALOS VERDES ESTATES ("City"); and THOMAS L LIEB, TRUSTEF, THE VLA OF PALOS VERDES ESTATES ("City"); and THOMAS L LIEB, TRUSTEF, THE VLA OF PALOS VERDES ESTATES ("City"); and THOMAS L LIEB, TRUSTEF, THE VLA OF PALOS VERDES ESTATES ("Property Owners"), all of which are collectively referred to herein as the "Parties" of "Property Owners"), all of which are collectively referred to herein as the "Parties" of "Property Owners"), all of which are collectively referred to herein as the "Parties" of "Property Owners"), all of which are collectively referred to herein as the "Parties" of "Property Owners"), all of which are collectively referred to herein as the "Parties" of "Property Owners").

<u>**BECITALS**</u>

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

WHEREAS, two of the 1938 Conveyed Properties were Lots C & D of Truet 7331. Lot C is approximately 19,984 square feet and Lot D is approximately 17,978 square feet. Lots C & D are flanked on cither 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) and designated Class F pursuant to the use restrictions described above. The 1938 Grant Deed also included a right of reversion providing that ownership of Lots C & D could revert back to the Honse Association if the property was not used in compliance with the deed restrictions.

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

¹The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. These 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 Internediate School and pisying fields at Campo Verde) and (vii) via Zurita property (George Allen Verdes Internediate School and pisying fields at Campo Verde) and (vii) via Zurita property (George Allen Verdes Internediate School and pisying fields at Campo Verde) and (vii) via Zurita property (George Allen Verdes Internediate School and pisying fields at Campo Verde) and (vii) via Zurita property (George Allen Homes Association and from the District to the Homes Association and from the Monte Association (or the City, so that it is currently under City ownership. However, the 1988 fransfer establishes a reversionary (internet Association (I) and the City, so that it is currently under City ownership. However, the 1988 fransfer establishes a reversionary internet Association (I) and the City, so that it is currently under City ownership. However, the 1988 fransfer establishes a reversionary (I) and the City, so that it is currently under City ownership. However, the 1988 fransfer establishes a reversionary internet and from the City, so that it is currently under City ownership. However, the 1988 fransfer establishes a reversionary internet and from the City ownership. However, the 1988 fransfer establishes a reversionary internet and from the context and from the city ownership. However, the 1988 fransfer establishes a reversionary internet and from the context and from the city ownership.

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 provent 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 Soptember 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 S16,491.83. 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 Mirzleste district within the city of Rancho Patos 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 bearing 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

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

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 Scotion 53094, which may include athletic fields, under certain elecumistances; and the City believes that outdoor institutional lighting warrants careful review to determine neighborhood compatibility and avoid any adverse land use impacts.

Playground or recreation purposes.

WHEREAS, 900 Via Panorana ("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 encoachment permit to allow the retaining walls to remein and be maintained by the Property Owners. To the West of the West of the Via Panorama Property Owners. To the West of the West of the Via Panorama Property Owners. To the West of the Via Panorama Property Owners. To the West of the Via Panorama Property Owners. To the West of the Via Panorama Property Owners have applied to the City's direction, Property Owners tenoved the Via Panorama Property Owners landscaped and improved Area A, including placing a gazebo and other accessory, non-habitable artuctures. At the City's direction, Property Owners tenoved the Via Panorama Property. Area A is approximately 75, 930 square feet and roughly equivalent in a size and value to Lots C & D, although less useful as parkland because Area A is less threat of the Size and value to Lots C & D, although less useful as parkland because Area A is less threat of the City's foreral Plan.

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

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

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

A. Porpose of MOU: The purpose of this MOU is to memorialize fic Parties' agreement and create binding obligations which are intended to (1) reaffun application of the use restrictions and protective restrictions on the 1938 Conveyed Properties owned by the Association, to the extent set forth herein; (2) create a mechanism for the Parties to resolve the Liftgation without further expense; (3) subject future lighting on the athletic field for Palos Verdes High School ("PVHS") to the City's soning regulations and the approval of the Homes Association, as set forth in the protective restrictions and the described in Article II below; (4) resolve the encroachments into City partiand from the described in Article II below; (4) resolve the encroachments into City partiand from the described in Article II below; (4) resolve the encroachments into City partiand from the described in Article II below; (4) resolve the encroachments into City partiand from the Property Owners, including cstablishing responsibility for maintaining retaining walls and (5) cstablish 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 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.

be in accordance with the process as set forth in the protective restrictions. on the subletic fields at PVHS. The required approval from the Homes Association will prerequisite to installing or ofterwise using any lights, whether temporary or permanent, a as bus stored noisinous shows the Homes Association before and as a City zoning regulations and, notwithstanding any prior practice or any contrary requirements to obtain whatever permits or approvals are required by the then-current With regard to the athletic field at PVHS only, the School District will comply with only, it will not utilize the exemption process under Government Code Section 53094. provision of law, the School District agrees that, with regard to addictic field at PVHS certain circumstances and with respect to classroom facilities or any other contrary itself from the City's zoning regulations under Government Code Section 53094 under PVHS, notwithstanding state law which currently allows the School District to exempt located in the City. Showid the School District wish to use or install lights on the field at School District has no present plans to install or use lights on the athletic field at PVHS, Homes Association approval process as set forth in the protective restrictions. The bas moinsurger gaines style of blaft style 2HV4 is stagil toolous of early here and the stage of the stage of

In the event that the School District is mandated to install or use lights at the PVHS adhletic field in order to maintain its athletic programs or for any other reason ("Mandate"), the School District may, without penalty, exempt itself from the California 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 ("CUF") or any other entity that has jurisdiction over School District athletic programs or School District directly appoints members or representatives and which is not the School District directly appoints members or representatives and which by any endity and the is also applicable to other similarly situated districts and may not be satisfied by any endity that has princible to other similarly situated districts and may not be satisfied by any endity that has principle to other similarly situated districts and may not be satisfied by any endity and any endity that has principle to other similarly situated districts and may not be satisfied by any endity and any endity is a subject of the School District directly appoints members or representatives and which by any equivalent alternative field or other similarly situated districts and may not be satisfied by any equivalent alternative field or other reasonable means.

Should the School District install lights at the PVHS athletic field, as alternative consideration for this MOU, the School District shall pay to the City an amount equal to the appraised value of Lots C & D as of the filing of a Notice of Completion for the matallation of the lights at the PVHS athletic field.

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

C. 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 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 tile with the Court of Appeal a request to dismiss its cross-appeal and appeal of the Court's denial of the Homes Association's autorneys' 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 S100,000 to City to defray the costs of maintenance of Lois 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.
- B 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.

ART(C), E 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.

ARTICLE V - Obligations of the Property Owners

- 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.
- 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.
- 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.

ARTICLE VI - Utigation Stay; no admission; other lawsuits

- 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 table any the current Litigation described herein by filing an appropriate stipulation to stay the any table of a state of a state in requesting, if necessary, that the Court stay the current Litigation described herein by filing an appropriate stipulation to stay the any table and, the Parties agree to cooperate in requesting, if necessary, that the Court stay the current Litigation for 90 days. Nothing herein shall prohibit a Party from perfecting or preserving any appropriate stipulation to stay the litigation for 90 days. Nothing herein shall prohibit a Party from perfecting or preserving any appropriate stipulation to stay the any appropriate stipulation there are performing their obligations under 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.
- C, Other Lawsults: The Parties represent that other than the Liftgation described herein, there are no other lawsuits filed between or among them involving the subject matter of this MOU.

ARTICLE VII - Term of MOU

- A. Terms of MOU: The term of this MOU shall begin upon its approval by the Parties and shall remain in effect, unless ferminated carlier. 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.
- 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

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 fineline. The function is estimated to be:
 - <u>Closing Date</u>: School District transfers Lots C & D to Homes Association Homes Association exchanges Lots C &D with City for City's Area A
 Homes Association colls Area A to Property Owner.
 - Homes Association sells Ares 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 ony 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 dare of delivery. If delivered by hand during regular business hours, or by continued 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:

Fo the School Board:

Walker Williams Palos Verdes Peninsula Unified School District 375 Via Almar Palos Verdes Estates. CA 90274 310-896-3408 williamsw@pvpusd.x12.ca.us

and

Terry Tao Chief Conasel Atkinson, Andelson, Loya, Ruad & Romo 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 562-653 3200 tao@gaahr.com

		Andrew S. Pauly, Esq. Andrew J. Haley, Esq. Greenwald, Pauly, Foster & Miller A Professional Corporation 1299 Ocean A venue, Suite 400
	pue	
		ால.iosஇwelftoraire
		0508-918 (018)
		Тонтапсе, СА 90503
		3858 Carson #127
		Sidney F. Croft
	pue	
		pyba.aj@verizon.net
		Palos Verdes Estates, CA 90274
		320 Palos Verdes Drive West
To the Homes Association:		Palos Verdés Homes Association

Andrew J. Pauly, Esq. Andrew J. Haley, Esq. Greenwald, Pauly, Foster & Miller A Professional Corporation 1299 Ocean Avenue, Suite 400 Fanta Monica, CA 90274 Fune: (310) 451-8001 Fax: (310) 395-5961 Fax: (310) 395-5961 Fax: (310) 395-5961 Fax: (310) 395-5961 Funail: ahaley@gpfm.com Funail: ahaley@gpfm.com

ŝ

Undy Smith City Manager City of Palos Verdes Estates 40 Palos Verdes Estates, CA 90274 Palos Verdes Estates, CA 90274 Palore: (310) 378-0383 Fax: Fax:

pue

To the City:

Christi Hogin Jenkins & Hogin, LLP 1230 Rosectans Avenue, Suite 110 Manhattan Beach, CA 90266 Phone: (310) 643-8448 Fax: (310) 643-8441 Fax: (310) 643-8441 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.
- 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. Thus 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 aigmatures 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 Connsel. 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

Walker Williams, Superintendent

APPROVED AS TO FORM:

Terry Tao, General Counsel

FOR THE HOMES ASSOCIATION:

Dated: Mary 4 2012

Dale Hoffman, President

APPROVED AS TO FORM:

Crolt, General Counse?

FOR THE CITY:

Dated: _____.2012

George F. Bird, Jr., Mayor

ATTEST:

.

Judy Smith

APPROVED AS TO FORM:

- · --· · -

Christi Hogin, City Atterney

.

Dated: , 2012

FOR THE PROPERCY OWNERS:

Thomas J. Lich, Trustee. The Way 2, 2012 Street of Value Via Panetic Construction of the Via Value Via Value Va

(Βλ. Κυσκέλ: (Cockey & Wehl ULP

APPROVED AS TO FORME

1711 1111 14 DO SORODO (SORODO) (SU

.

.

____

•

. .

MEMORANDUM OF UNDERSTANDING EXHIBIT LIST

EXHIBIT 1:	Judgment in Case No. BC431020
<u>EX</u> HI <u>BIT 2</u> :	Protective Restrictions Palos Verdes Estates
	1925 Grant Deed
	1938 Grant Deed

EXHIBIT 3: Area A

ı

EXHIBIT 4: Deed Restrictions Applicable to Area A

EXHIBIT 1

.

.

· ·							
	····.						
ı	CONFORMED COTOPY ORIGINAL FILLED D SUPPRIME CONFORMER CALIFORNIA FURTHER CONFORMER STORE						
2	SEE 22 2011 1						
3							
4	Johan Marine, executive of the second s						
5							
ن -	· .						
· 7 8	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA					
ہ 9		OF LOS ANGELES					
10	CENTRAL	' i					
10 }]							
	PALOS VERDES PENINSULA UNIFIED	Case No. BC431020					
13	Plaintiff,	Assigned to the Honorable Richard Fruin, Department: 15					
- 14	Y	PROPOSEDI JUDGMENT FOR					
- 15	PALOS VERDES HOMES ASSOCIATION.	DEFENDANT PALOS VERDES					
16	a California corporation; CITY OF PALOS	TITLE AND DECLARATORY RELIEF					
17	20,						
18	Defendants.						
19							
20	This action was tried to the Court sittin	g without a jury on March 29 and 30 and April					
21	1 and 4, 2011, with argument on April 14, 2011 and supplemental argument on May 20,						
· 22							
23	Versics Peninsula Unified School District (the "School District"). Andrew J. Haley and						
24	Andrew S. Pauly, of the law firm Greenwald, Pauly, Foster & Miller, A Professional						
25	Corporation, represented defendant Palos Verdes Homes Association (the "Homes						
26	Association").						
27	Based on the oral and documentary evidence presented, the written and oral argument						
28	of counsel, and having already filed a Statement of Decision on August, 2011, and good						
		1					

۰ •

:

#7.

Kancho Palos Verdes). 52 Tract 4400 (the City of Palos Verdes Estates) and Tract 6881 (the Miraleste district of \$4 1925 Restrictions. The dominant tenements of the 1925 Restrictions are the residents of 53 servitudes against the Property enforceable by injunction by the dominant tenements of the 77 Deed (the '1925 Restrictions''), which 1925 Restrictions are valid and enforceable equitable 17 The Property remains subject to the restrictions set forth in the 1925 Grand ٦Σ 0% [of Los Angeles County (the "1925 Grant Deed"). 61 America, as trustee, recorded June 30, 1925 in Book 4459 Page 123 in the Official Records 81 simple to the Homes Association by Grant Deed, dated June 29, 1925 from Bank of 21 Angeles County (the "1938 Grant Deed"), which Property was originally granted in fee -91 District, recorded January 31, 1939 in Book 16374 Page 140 in the Official Records of Los \$1 feertain Grant Deed, dated December 7, 1938, from the Homes Association to the School ÷(taid of interest in the Property as a fee simple owner pursuant to that ٤i As of the filing of the Complaint on February 1, 2010, the School District held Ż Zł VKV: VEN 1245-005-300 VND 1245-005-301 11 THE COUNTY RECORDER OF SAID COUNTY 30 PAGE(S) 46 TO 50 INCLUSIVE OF MAPS, IN THE OFFICE OF 6 8 VERIJES ESTATES AS PER MAP RECORDED IN BOOK 102 FOTS C WID D OF TRACT 7331, IN THE CITY OF PALOS ļ. Tract 7331 (the "Property") and legally described as: Estates, County of Los Augeles, State of California commonly known as Lots C and D of ς This Judgment affects that real property located in the City of Palos Verdes Þ 1 entered in favor of the Homes Association, and against the School District, as follows: ٤ i initial on the range of sotion in the School District America ow, shi no manufaul τ cause appearing. IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

25 fother than for the establishment and maintenance of public schools, parks, playgrounds

Beed (fite "1938 Restrictions"), including that the Property may not be used for any purpose

then? See that in the sector of the restrictions set for the test of the PAS (ment)

17

97

'ŧ

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

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

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

The Property also remains subject to all other conditions, covenants, 7. 15 restrictions and reservations of record, including, but not limited to, that certain Declaration \$6 No. 1 - Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants 27Reservations, Liens and Charges for Palos Verdes Estates, recorded July 5, 1923 in Book 18 2360, Page 231 of the Official Records of Los Angeles County (including all amendments 19 thereto of record) ("Declaration No. 1") and that certain Declaration No. 21 of Establishment 20 of Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for 23 Tract 7331 - Lunada Bay - Palos Verdes Estates, recorded September 29, 1924 in Book 22 3434 Page 165 of the Official Records of Los Angeles County (including all amendments 23 thereto of record) ("Declaration No. 21"). 24

8. Notwithstanding the School District's ownership of the Property, the Property remains subject to the same policies and procedures that the Homes Association applies to other properties in that area of the City of Palos Verdes as established under Declaration No. 21 and Declaration No. 21, including the Art Jury. #7.

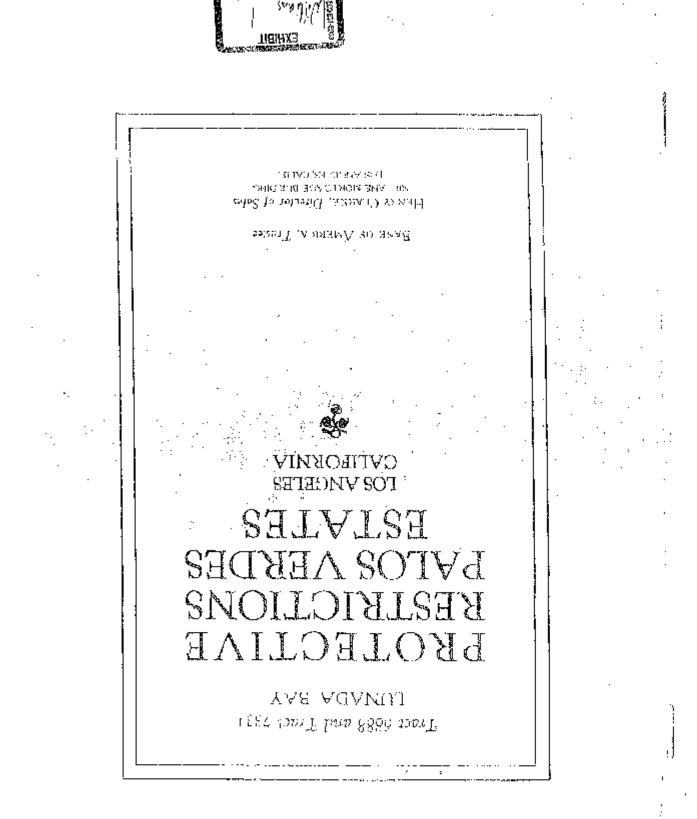
paliesque leuropaise de la companya	
EVENDSE BOND VUODSEV SUBSE SECTEMA SULTAN VIODEN SUBSEAU LION I	
1 Strender A with	
LCU (2101310-2030 (autored) (20-00202-0702 (328 (102-0120601-8200-103 (310/R-US-020641-8200-	
Department (210) 421-100 A Protection (210) 421-100 A Protection (210) 421-100 A Protection (210) 421-100 A Protection (210) 421-100 (200 A Protection (210) 421-100 (200	10 - 2 2 - 12
1 107 177 Isnitu V 0.121 VG	;:
rig pomuqus Spidnods m	1
CODES OF THE SUBSECTOR CODIC: HO <u>NORABLE RICEIAIO FROIN</u>	s:
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	t;
<mark>а</mark> Боуулды ал даад уу <u>анд а</u> рдаады керектен керектекен балардан алардан алардан Алардан алардан	
<mark>₷₲₦₷₡₰₱₺₭₣₿₰₡₦₽₿₲₲₮₿₿₽₽₽</mark> ₴₰₮₼₦₦₦₱₰₫₽₽₺₭₣₣₰₦₦€₳₡₽₽₰₩₽₽₿₽₽₽₩₡₮₩₽₿₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽₽	
๛๛ _๚ ๛๛๛๚๚๚๚๚๚๛๛๚๚๚๛๛๚๚๚๚๚๚๚๚๚๚๚๚๚๚๚๚๚๚	5 81 -
—~~0 000	
∾ં એક્ષ ક્ર વિશેવર્ય છેલાતે + હવ ા કો ઝાશવાયું પ્રસંધ ⁵ (વેને અલે નેલ્લો ગ્ર <u>ફ્રક્ર કે</u> પ્રસાન્ત્ર કાર્યક્રક્ત કાર્યક્રિક્ટ કે કેન્સ્ટ્ર માર્	5
- 19	Į A
istued to multimentately before built yierds of multiplication	i ii Ii
[16] (1994) C. GAMB D. C. L. C.	
to stron shraws hard off. Thay guiliaverg oth is notshooseA somell of [] [] []	ļ :
(initial provided Department is a static set of the second of the second sec	1
╎╲╪╪╝╡╤┲ <u>╤┲┲╒</u> ╪╪┿┲╼┲╦╼╼┝ ╞╄╝╡╏╸╍╼╼┲╛┍┲╞┍┍┲	
werethalterethalteretheretheretheretheretheretherethere	

.

.



EXHIBIT 2



FOMEVE

ര്7

EVITOR AERDES ESTVLES

SNOLDHRISTH NALDHLOND

Commung

With states proopte began to congregate in othes, and even in been directed to institute, the problem of tomoting allows has been directed to institute an ideal garden suburb and residence parts, with all the advantages of the city, in the connury.

From the very toegrating of this project, in the Trust Indonue which is the constitution under which it is being built, and through all the plane and isyouts made, every possible proteotion has been established, to make sure that the neighborhoods in Pa'os Verdes can never be spoiled. Hoory man who builds a fine home or other building here need not fear that a broughbers or unsympaticatio determine the reaction of building next to hom so unattenneighbor will put in a lend of building next to hom so unattenneighbor will put in a lend of building next to hom so unattentive or insupropriate as to be various. All this has been done, we helieve, in a way that will not prove onerous, and yet will give the fullest protection. Cateful soning has been done to locate the few at appropriate and convertent extracts, leaving, however, over minety per cont of the property restricted to desteded single found, we can to the property restricted to desteded single found per beriever.

The restrictions have been most carefully worked out for every man of the vestrictions have been most carefully worked out for every man of the following meather that of the following means to accomplish the following means the following means to accomplish the following means the

(a) State (1) Scenetics the first work of occarp, mouthlying, and pullet

lemman fultabace was solar dia years also woonderful also woonder also burass and also burass solar also with the plantage and the plantage and the plantage also burass and the plantage a

Plated: Must every purchaser in Paloa Verdes may be sure when building the bound there that the neighbor will have to hulld an equally alterative type of building. In other words, he will feel events in herwing that his home can never the dranged by tor unsignify or tradesified efficience of her open adjoining but or in signify or tradesified efficience of her open adjoining but or in signify or tradesified efficience of hermalic open adjoining but or in signify of the Verdes Estates.

ł

ξ.,



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

In proparing the restrictions for Palos Verdes Estates, the project has been guided by the experience of nearly years in these other parts of the country; by the counsel and advice of Olmsted Brothers of Branchine, Messachersetts, the foremost leadscape architects in this country; by Charles B. Cleney, reationally knews Consultant in day planning; on i by the experience of an able staff of architects, landscape architects, engineers and city planners.

In dius taking advantage of the best experience of the country and adapting it to the special conditions of site, climate and residential ideals of Palos Vordes Estates it is holicored 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 eity 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 Polos Verilos Estates, the varying character of the property, the great number and wide range in latention, size, show and outlook of the lots, the declarations of restrictions taken as a whole may account 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, fluir main features are as follows:

Marking a granter step forward in the riste that the protections will last than any other residential development in Southern Calformin, is the provision of the Pales Verdes restrictions extending deir life over a period of 37 years, or ontil 1960, while storage is extension for successive 20 year periods thereafter unless then changed by (word indensities 20 years periods thereafter unless then dranged by (word indensities the property corners. All augh the protorion of such form time restrictions is more desirable the coult terms successing property are subject in somewhat could compritie a section so fast growing as Southern Galifornia, and hence a term as long as the above would be trustle except for the provision

PMPAGA

.

which has been motively provided a mean a guider the source and the hash which and the source is a source of the mean of the matter of the source of the property within 300 hash of the property within 300 hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the hash of the property within 300 hash of the prope

One important feature of the matrictions is flat which requires an open or free space on each side of every dwelling, the extent of which varies with the breaction and the which of the lot. This assures the maintenance of a inright, open, sumshiny neighborhood for each dwelling, with a maximum of light and air, and avoids that unpleasant jerminer of one noise against another, which has spotted as a stary residential developments.

Not rease there are increasing the hard on any building site which is zoned for single-family twellings, nor may any building site be re-subdivided. In come cases, however, large fort have heer designated as including more then one building site.

Paios Varios is, of course, primarity a high class residential with the vision even 90 per rout of all lots are restricted to cruch any orthogon even. We flats, synctronome, durbexes, house-courts or atoms are housed. We flats, synctronome, durbexes, house-courts or atoms are some orthogon of the strictly from the provident of the dimited conversion content when they have been designed to be as himited conversion content when they have been designed to be a first out of the way of the strictly from unighborhoodo as possible. The four principal communities of Malaga Cove, Jurrada *Bay*, Yalmonto and the form principal communities of Malaga Cove, Jurrada *Bay*, Yalin form form principal communities of Malaga Cove, Jurrada *Bay*, Yalmonto and the form principal communities of the second converse of the form principal communities of Malaga Cove, Jurrada *Bay*, Yalmonto and the form principal communities of the second converse of the form principal communities of Malaga Cove, Jurrada *Bay*, Yalmonto and the form and the strictly form and principal principal communities and solutions may be been found and principal communities are a second blocks of the second bracks apone to approximate leaves, build be bas along these form and strict of these building laws have the second building and third of these building have have the second building the trict of the second building and the second building base and the second building and the second building and the second building base and the principal terms of the second building and strictly limited, and the project will control their prohitectural design in such a way as to make them distinctive, attractive and conventions 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 rushees building groups of local centers about a null apart, is at Monte Malaga, Zurita, Margata, etc., to serve areas that would otherwise be inconveniently far from a usighborhood store and market.

Imhastries, asylums, or unisance basinesses are prehibited in allparts of the Estates.

No hillhoards, advertising eiges or "For Sale" signs can be erected in Palos Verdes, and the few store and besiness signs necesstry 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 ordenses, private garages or tents may be crected prior to the creation of the dwelling house or principal building on the lot.

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

But more important them any specific requirem ont as to the miniment cost of houses is deeprovidion in the restrictions for the approval by Palos V cours theness Association and the Art Jury of the plane and specifications of all holidings prior to the hoginating of constructions and the position during construction. This will be done from #7.

зында Арғас шалғад от рос pravis are presented, suggestions of substantial value to heme builders, norm, eving of efficient of the work, it will be possible to give, when achemic. It is attain betreved that with the tong expensions of the means างโกย าย กรุวสป (เกมือย) ยก กรุปสอบ ประกับ (กระกระการว่าพ... จะหรือไปวง and attractive development of the property and provent unsightly endinating all tutline lifes is a shore as a sponge of to againavia ent of plasmy satow notallyst to brink and contrary of tast revolaand streampolevels measured in the science of the stream developments have mentions to serior regulation to obtain an analysis of the metric of the terminal series of the seri isom ni neumos os gioreculation, guidumitų fius prativo sytiecijali entry, thus preventing the danger of earlies or had construction, methow service as the with and there used is a large worked with

InotteloossA somol] sebraV action the consent of the Park Department of Palos Verdes od yem idgiod ni iooli yluowi azdi iografi tel yus ne secil oM - idgiod clustonest a of bottmil of live colog bus respectively. Assumption

់ដែលព្លរដ្ឋបំ interferre with the full and free use of property by owners for ton live structures essent. These means where we will not also other bus teres in the necessary purposes on the react free real of the Isoistoola "yratimes nof bevraeor ofs yaw-In-sidgin hen staencassä

inidizang sa skienofrojdogo has eviewrithous as noiseon a ni reach qued of neurobylly house as " and seem predicted to matrictions as to the location of garages faur soob side analy he and a most dwellings, but where this does yray and full that have leaved by the formation of the garage can very -us yindgiant to notinevery add of novig acad and notinella lateops As meanly every lot must be provided with a private garage

ginte stop books related with nothing at these dish to spectrum of the (a) and sub-sub-philling bring show a philling state. ant when their floring is a constraint, in a particulation for the shows have a straight solar to an an a finding quality as the second solar to an a second solar to a second so រលោក ណាល់ខ្លែច ហៀយហៀងឆ្នាំ ការលោក ទៀត ខែ ខណ្ឌិតទៅទៅ somenoliment and reffix shed here issued according to years off

and other community afficies, and to perpetuted the matricial and

1.51

ή

ł

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

One of the greatest difficulties in starting new concourdings and side of an incorporated city is to bridge the gap of time from the beginning of the project until there are enough people under sate law to optimize the oblivary forms of constraint, and to enalog the necessary help to keep up streets, put is and phygrounds, and to bolk after other enumerativ interests such as fire protection, sectire the necessary weightrien and policy, collect gap age, and the like. In spatially projects the soliting company often provides a temporary paternalistic interest, which unfortunately, however, after later requires concessions for the sake of enaking sales that are not always to the greatest comman 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 book after, i now the beginning, the first interests and highest ideals of the parameters.

They will take eace of the common and private parks, parking stops on the streets, sidewalk planting, etc.; see that vacant lots are kept free from weeds and rubbish; supervise the ornamental lighting features; date for and maintain elub houses, team's coarts, guff 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 outhorities to assure the greatest common welfare to all residents and owners in Polos Verdes

In order to before the expension necessary to properly emintain and infall the purposes of the Association, as around the or associament will be based by the efficience at all fors which have been substrained and legally the \hat{c} of smoothin Palos Verdes, indefining these around by the Project. The feature associations is builted so as rever to make the nation one of the path was A trained and is established on the associations of the Chardy Association

Weils this maintenestor cherge will naturally be only made large or enough to produce as numbers is neglicited for the proper uplees of the produce as numbers is neglicited for the proper plane. Angeles flip taxes, the maximum this been established sufficiently for the A society or any bave means for making as exercised that the A society or any bave means for making as exercised that the A society of any bave means for making as exercised and the maximum the property owners device the formation ground the solution and property owners device the blayter ground equipment, community meeting boues or other common interval equipment in property and the solution of the property and the property and the solution of the property and the solution of the property and the solution of the property and the prop

The Art Jury and the Palos Vardes Hones Association exist solely for the common bundle of all property conners in the filtates and should be used at by them to bring about the most attracfive, conventent and satisficatory dovelopment possible.

(Iwners expering to boild should instruct their architects to sevcure equips of the poledel building code and other regulations from one Secondary of the Poles Verdes Homes Association, 504 Lone Mortgage Building, Lus Angeles, or at Hotel Redondo, Redondo, Bosch, and to schenit preliminary steadnes to the Art Jury for approvel in advance of starting working drawings. A building perint, such as is usually required in every incorporated city, is necessary such as is usually required in every incorporated city, is necessary belove any construction can be commenced, signed by the Building (commissioner of Poles Verdes Homes Association and the Secretary Commissioner of Poles Verdes Homes Association and the Secretary of the Art Jury.

A complete printed copy of the restrictions of record for each trand will be fourished when contracts of sale or deeds are signed, or can be had upon application to Henry Clarks, Director of Sales, 501 Lane Mortgage Refiding, bos Angeles.

111

I



DECLARATION NO. 58 OF ESTABLISHMENT

00 -

TALLY AND REPORT AND A CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT AND A CONTRACT A CONTRACT

TRACTORIAN ADVIDADA DAY PAUCS MERDES ESTATES

THE ALL STOCKED IN THE COURTY OF LOSS AND THE

OF THE STAND OF A REPORT OF

THAT ADDED FOR AND

---- --

, a sequence moment to the R statistic energies E, was defined with other terms of the sequence matrix of the version of th

We can be derived and the second of the second of the second of the second seco

(a) Spectral for the transformed and the structure of the start of the structure transformed for the structure of Society and Manufers, as such attraction to Commonweakin Transform Campulate is associated at the County of Las Angeles, Society of California, Karata as Franciski (2008) as said County, as you May remained by 16, 1876, an Baak 160, they is the California of the office of the County Remained for the office of the County Remained at the California Manufers, in the office of the County Remained at the California Angeles, Society of the Manufers, in the office of the County Remained at the Last Angeles for the Manufers for the California Angeles, Society of the California Angeles for the structure of the California Angeles for the structure of the California Angeles for the structure of the California Angeles, Society of the Society of the California Angeles, Society of the Society of the Society of the California Angeles, Society of t

Without a said Concernent of Triot Congring did on the Sin Cay of Joby, 1928, "is in the office of the and Consty Records, in Book (1956), Page 1971 of Office, Electeds of soid Consty is contain Declaration of Establishment of Ratio Protection Jeromotions, at astron, and Bath of America, as atometive in interact to soid Commonwealth trust Compare, did also on December 515, 1923, Ele Americana Null 1 Superiors, Book 4019, Page 294 of soid Official Rounds, which and Declaration No. 3 therets, in Book 4019, Page 294 of soid Official Rounds, which and Declaration and Americana re headeaber deferred to as "Declaration No. 1," revening and opplicable to one on property therein described, including all of soid Tract 5030 above described; can,

Would a mild back of Annance is about to soll, dispuse of or heaves pertain partions of twin momenty, which it desires to subject to certain addressed nearly potential rest intens, conditions, community, recursions, lieus and charges between it and the implifiers of even of and property, as benefinified set faiths and,

Workson the power to interpret and enforce certain of the conditions, retrictions and charges are broth in this Hadamatica is to reside in Palas Varidet Harnes Associatics a non-profit conjectative alteriation organized and existing coder and by write of the basis of the Stephend Tablacona, and in Stephen Varies Art Jury, erroad and retribeing has a coded in well find contar. Note: The Stephend Tablacona, Stephend Stephend Constraints, Material Tablacona, Stephend Constraints, Note: Stephend Constraints, Material Constraints, Theory Constraints, Theory Stephend Stephend Constraints, Material Material Constraints, Theory Stephend

Now, There are, Encode And Messile (Frank Respirated to Sank of Arrenton (Frank Respirated to the basis plat we shaped to be basis plat we have a statement of the basis plat basis and the basis plat basis of the basis plat basis plat basis of the basis plat basis

(8)

- hus learnagh an A and C to charache shah. le sevimer genverbet sill turt i som sed i som som i Fråd av lendstilleres valstal som isert ande massaret
- I. 1983 37 aN reliable Data bits of balance V 0.53
- The first product of the constraint of the first product of the first p
- b) and the provide a provoid and (10 1 appl) (set) so behavilities (clause condition time spaces) (set control as [1] and [2] a discussed exactly (set)
- oN collocative trainer in or mat

- deed as for distance with all are same time second soft have been a second by some others. is successful buy any grown of all the state
- of evaluations and balant

- (aviation 7 av 2 aviation 4 aviation 2 aviation 4 aviatio 4 aviation 4 aviation 4 aviation 4 aviation 4 aviati

- of all contractors leas a bestauf but ic motion and surveile and up from the following level of the surveile formed as following level of surveile lowing as 20.0 sector to surveile prove SW01.041() 7.1151 (21)

- avera 17
- ge steinen fur stel kriseliet afg. (57 (0.539.1)
- 11.26
- [5]

Ť

castagi SUMP)

0.910.0210

A\$\$15.948

South 11

neiterstand biss of desired have breaked as entration and the state of the

- EL 1968

unitatala (i bite to berioti bue houleb as

and reached to be a solution of the found of an

svaniani L(5 % 10.1) 2010 – 2010 – Cours S % 10.1 2010 – 2010 – Cours S % 10.1 2010 – 2010 – 2010 – 2010 – 2010 2010 – 2010

stim for invision dirit E and 3 (QISE New Right

ר לובר 2016, 1,50 אוני ז' הרליט בר 2016, 1,50 היד הרליט בר 2013, 1,50 היד אורם הרליט הביצול, 1,57 היד אוני לליזר 'ליזר' ווופיוו הרליט הרייניים

(2) 日本(1, 2021) (地方大阪 125 (2))
 (2) (2) (2) (2) (2) (2) (2) (2) (2)

Hand, The Protocol bas and Remodel and (1)

and the state of the principal of the state Assay is succeed one and antwolfed only of

District for the state of the s

(م)), (م) 2016 كان كانه فاحد لكا متواه (م) (م) (م) 2016 كانه فاحد كانه من كانه المعال (م) (م) (م) 2016 كانه كانه من الم كانه (م) (م) كانه كانك (م) كانه كانه (م) من الم) (م) كانه (علك (م) كانه كانه (م) من (م) (م) كانه (م) كانه (م) كانه (م) من (م) (م) كانه (م) كانه (م) كانه (م)

and on I to A speed I to exitted souch runall little is the biss is UA (a) a man-b

3. Starting Clark of Classes (1.5, Classes) for a line (1.5, Classe vaurage at bodalifarm ment blue at stol (IA (3) and his of neutral how house estimate aid right you? Yo a ut building yo

commendant and show the massive sector of the mass

anidore allegat of years hereduided as why Shirt my sign to straight to preside the your on value ats hear to give street time of beaming to briefly solventant bears

felicities of the state of the second polymeric state of the second seco

bine of the restancing blact to W. SolinA 25 refred by mission in 122 day stat af (sa se digio faceng face of high si ma' is protocial distants of reducing the second distance and reduct sources cours approximate approximation

ang printipal algorithy and a na badal ta shi a saift a sha ta sharan an shara

of the orbitation of the set

ារ "ស

11.5

17 601 2.3

- V and a strategy of a strat

- Is smoother from the fraction of the second set of the second se

- viend we forderichter stehend om mean bise in varu. 14 med 2 maar det men offansk inn veen notterstefen bies al bestere bere bestrije _{ste}

- evenuer fit of Bt

	ans val begi subil bosh ann an ann an signach fra Naistean ann agus as		Alah 13 te (w. 141aans) Musik Nga 14 Status
- 220 1910 1910 1910 1910 1910	We do not a construction of the spin state of sectors are also decisive the double of the part Al- man spin decision of the solution of the so- construction of the the spin states at the sectors of the solution of the terms of the result of the solution of the terms of the solution of the terms of the solution of the terms of the terms of the solution of the HAASh decision of the solution of the solution		Lots 1 to 20 metros display Lots 11 m 12 metros (1800 Lots 11 m 12 metros (1800 Lots 11 m 12 metros (1800 Lots 12 metros Lots) (1900 Lots 22 metros Lots) (1900 Lots 22 metros (1800 Lots 36 metros (1800 Lots 36 metros (1800 Lots 36 metros (1800)
	be of the second of the active property of the second of t		 (a) 1 (a) 5 (c) (0.000, y35,000) (b) 10 (c) (0.000, we will post) (c) 10 (c) (11 (c) (10 (c) (10,00))
	 Device W1400 (1990) 1. Device the construction of these models are specified with the specific distribution of the specific distributio		Чен 1, 011,010 Тал №, 2, 045 Он 3, 255,155 Тал 3, 2 №,15 Тал 3, 2 №,16 Тал 3, 2 №,16 Тал 4, 2 № постала, 815,160
	 F. Minas (2017) Later in the Lorenza same, Investiggs (2019), here the the two in the same flags of two of the flags. H. Dirac Orthon (and the same flags of the later same flags of the same flag. H. Minas (2017), for a flags of the strength of the same flag. 	 Figs (211) 	Level I (1973) 215,006 Level 5, 515 (20 Level 5, 515 (20 Level 5), 19 variations (1006) Level 10 (2020) Level 10, 20200 Level 10, 20200 Level 10, 20200
	la Barda 2000, los 2000, calader: Le Blech 2006, los 30 to 10 Getarie: Je Blech 2006, los 30 to 10 Getarie: Je Blech 2006, los 1 calader: de 10 Getarie: Jerte	10 17 (ar 3215)	<pre>Lots L (n constants) [5 5] 4 Lots V rail 0, 952 000, Lots 0, 812 00; Lots 10 in Lots reactor Physical</pre>
DE alva Iona	 (b) The following bits of said toold me- tors by metabolic dust its "Type 111 Arrange ture Distributes, as nefered and "Instead its and Declaration No. 1; (c) or experiments, as we set up to Spectra 2210, for 19. 	1- 77 - V 2017,	(a) The second secon
n IV Mes Mes	In Orac 22.1, I was the 21 states of try AB of said true, every as otherwise state, but in this second is inorthy estab- fished as a fight for Architectory Oracian, as defined and intend is weld "Schwarden.	h, f3, 52 22 (d,	Los L. Astrono Justa Quera H. Jerosa Vo. Bindon Los G. (1970) Los G. (1970) Los G. (1971) Los J. (1971) Los J. (1971) Los J. (1971)
:	Fig. 3. Second Apple 54 (confidence) and confidence of some of some second confidence of some second contract spectrum second contract s	5 B. (k 22.0	 (a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c
	ing body, any period in protons of soil lists, which, bestel by some models for al- collition, and the committee profit so builder, chall rock of so of the value of list during the same set epoche work for in the officient lists work for a start.		1245 1, 517,000 2275 2 to 4 inclusing, 540,004 1975 3 and 5, 512,000 1975 7 20,000 1975 7 20,000 1987 9 201 9, 513,000 1987 9, 815 000
	 In Developing Theory transition (a) 00-61 (1000), i.e., i.e. providential (b) 00-61 (1000), i.e., i.e. providential	h H., szák	$ \begin{array}{l} \left(\left(x_{1}, x_{2}, x_{3}, y_{3}, y_$
	 Figure (String) 	: · · · · · · · · · · · · · · · · · · ·	(1997) A. STRUMEN [1997] J. Structure (1997) Z. Structure (1997) A. Structure (1997

- 1.25

(h) **-A stand dealer Andreas and Andre

Пура (Ц Аксалов стака Памъталя

1 me IV Accord.1955 (0,758 cs

Манияри — Соятья Турьстикия

87286A017

37.0700 A

111

- ser and Yawa kunasis. (A. 76 Ser (en the first of the first and Yawa and the first of the first
- 12010

- twarp top

- - which much hold (12 my) and a number of part
- - iseresting, ("", "iser see the second seco

 - Let' most itsel (GL) dimensioned and the fait for the basis (GL) probability of the part of the faith of the probability of th
- anne.;
- (80) 625 (1979) [1999] (2010) [10994] (2010) [2010]

#7.

General 121 (11) General 121 (11) General 121 (11) General 121 (12)

- fright a state of the state of

- modians in sen innier anne in

for a state in the second seco

small true is goilding off table activity.

only another additional states of the part of the part

(CP) with unclused for provident of 8 model (CP) with unclused for provident of 8 model parks the match model point construction (CD) with the representation of the construction (CD) with the representation of the construction of the representation of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation of the representation of the construction of the representation o

الما الا مرد (1994 - 1996)، مرد (1995 - 1996 - 1996 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1 1996 - 1996 - 1996 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -

annt' their (locit) location of a could also the fitter and the fitter for the fitter to and the model the fitter occur in the fitter to an and the fitter occur inter (1907) bestard an easy meth

and follows rational and of a point pilling son lampluism to bothmap through

0.0000

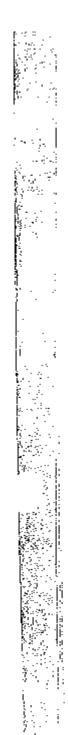
TAW SHOT RE

0.62 P + 64 M

191X NORSE MI

0717 809 76 2.5

2079-035 seating



.

i

. · . . . · . | į,

ŀs : pint: Kart

÷¢

4

It is the set of a state of the line rate from the set of $M_{\rm eff}$. The rate from the set of the set of the state of the set of 1.10

- (4) The constraint of y constraints in the constraint Angle of the constraint of the constraint of the first field of the constraint of the constraint of the first field of the constraint o 1 < 1
- (a) the definition such as a space from the second seco
- 的现在分词 化
- In the matrix of the state of the first first $W_{\rm e}$, it is the the the state of the first first first $W_{\rm e}$. The first first first first the state of the state of
 - ne e la nese ar Briad et constella fonci ar 101 brei from 2....
 - (a) A second se second sec
 - den and the Announce of the second state May 10 metrics and May 20 metrics and May 20 metrics and the Basel state.
 den at the United states are the scheme state (Q) is not (provide states to).
- 15 (3), egy 2224.
 - that & say may that use (it that from Controls [14] C. Barry, L. C. Barry, Phys. Rev. Lett. 66, 1100 (Astro-Walk Math.).

 - The second of the second value of the second value of the second second
- IN BOUGH 2016.

1210-0107

- is a loss than the transition of the transition M is builded with and only evaluate the $\{10\}$ cast from Coeff
 - Chi 200 (11) we take on you, on the one of the Root 2 of a indusive, non-loss Way, bitter and four trans Challes Social four trans Challes Social and Social rule of the trans Challeton (200).

 - (a) S. Satt Wils countries (1.2), they from Charleton North,
 (b) S. Satt Wilson from the first from Charleton formations was from the first from Charleton Face 2 and 5 whether they from (5) form from Average Mirab Lot 0 (1.5) formation (1.0) (and form Average Miraba.
 (c) Const from Average (10) (and formation Average). Marchard Construction and Systematic Construction Systematics
 In 100 next free Annual 107, but proper Acception High data and Datase definition and the construction of the interaction of the interaction of the interaction of the dataset of the interaction of th

 - The second second

 - $\{x_1, x_2, \dots, x_{n-1}\}$, we can see that the set of the set of

- Let L and byte then first (S) the first condition $\{1,2\}$, $\{1,2\}$, $\{2\}$ a in neurophic presentation programs and programs. Mare analythic Annalysis and Prince Construction and Terry (1971) State Construction
- нов. Этман Клімальдар Памят Міан Аліясары
- Let 1 be the distance (10) bet for even the Reput $\chi^2_{\rm R}(2\pi)$
- (20) J. See Difference (1977) (1979) (1979) (1977) Constraints for each state (1978) (19777) (19777) (19777) (19777) (19777)
- (10) Structure and the structure data Mar. Survey we for the base tree (19) that happens are set We static vision data for (19) in the function of the structure of the structure for control of the structure of the structure. And when the data for the structure of the structure is and when the structure of the structure.
- Base on the first time. The start of the time descents Market,
 The price data first time for a first time descends.
 Base data for start in the start of the start
- (Loss H. and G. Sey, Line, Loss 1,51 (1997). Units of an of the loss from loss 1,51 (1997). Units & Frank. Read and Mic There.
- targent a mode & more trade store (see as) a set of the BC target \$222. Action - Monday
- (a) grant a secondar, (a) grant (explosion for (A)) term to the American (transformate) Grantstan (D) and ()
- is direct the constant $(r,r,r_{\rm eff})$ (constants) if $r_{\rm eff}$, the Alexandrian and Deform Rest.
- Let S one 0 for less than less G_{1} be the G_{2} is Hereix 22.13 . We descripe (Tors 1.2 and 10 and 10 an then five U.A. Such for the
- ess Esterio; Fig. 1, not less than five (A) fait tools VI Adv. spice, Anatopy Pater 414, Via Spicifica.
- Luc & must less than Grouter treat from Via Dame. By Diverz 2005 tet Clock Link, and
- La (* 2) (# 5) (regioned), and how that from (p) feet from Paren Lanaday)
- For Sump cover there three it's foret from phase Diversion and Analogous Physics.
- the Treat less flow, 5 a GM Der Land Ver Son-
- ind Cheslet Road ; Let B way best them from (5) for a from the france. Less 9 and 10 per line flow his (5) that from
- Chellon, Roed.
- Lot 11 with less check free (a) then 1 the Chellese count, Angelers Photo and Antology share.
- Use the particular factor of the transformation of the first state $\{g_i, f_i\}_{i \in I}$, we have the transformation of
- time Diverse increases, and less that the Call and Sen the Courses
- (a) So part was independent the first from Max Network, and Was Arrests.
- (c) A state of the second s
- First Lanse Stor Kalenders,
 Gala Space of the Antonio Star Store and Store and Store Store and Store Store and Store Store and S her trace to America.

- - (1) Construction Construction Decision Construction Co
- 1121

and the symmetric staff for Scall. Tespect thranks staff for Scall. lo actuon jura moura and bue tol flows to and lark ontermore about the other of the other barein be predicting the Sulding Contentions are such self to consect to total reaging the period of all her wise, and if the exof in measured material association for a difficult of If the work of some no at the second pression of the

SARAN MONALLIC.

anitism of areason novig of you'r to Novis to torial and a substantiation of substantiation of the second secon when the provide a the Act is the Act is the are suoitenev biss bebivorg provided and vienui soul domina add it and isture advances local biss of 101 ray to summer to those all dim mananya nating ya shar ol posasisten of glashrad aubau draw yan doldw wices' and addes implomeder constraints and of eldisations suggraph graphen in Villa tregator coperating in such many the diffe will be recommend any two voted of shows on the Anticology of the constrary instants of a state of the second state of the second state of the second state of the second of the second state of t

tio constatinism Bark of America, its successors and assigns, to the successor, and assigns, and the section, another which a successor and the successor a why so should be here a special transferration and the YaWar DRA STEOMSZAM to sufficient annound (1) in mornel

is connection therewith; and, $\omega_{\rm c}$ is connection the accessing allowing $\omega_{\rm c}$ heating, gower, telephone and heating and zanitdai nel gliofarnale la noissimenut. and rot studies buy corrections (1)

spire feadad re atlam and free guitand stars weine or runw seque has entrate from source reasons (2) Public and private sewera, storm

choung sol to costom sit draves notional to solving filling of -dug-ment in officing and you more thus arithman in barran make yar. (1)

них ракован Аргидонда Адманд эст $v_{\rm e}^{\rm e}W$ to subtract an analysis for subtract W

中午 24年世 26月(3月26日) 建立驾行 115

terop Shows

(3) San Q (2) Yang (1) San Q (2) Al Ban Q (2) Yang (2) Yang (2) Yang Eni Lat (2) (2) Yang (2)

meng award was they doe in a week tabab haves

12.1

الباري (ما كما 1966 هاية عام 1966 من الحك آلات 23 المحك ألات 24 المحك المحكمات المحكمات المحكمات المحك المحكما المحك المحك المحكمات المحكمات المحت المحكم المحك المحك المحك المحكمات المحكمات المحكمات المحكمات المحكمات المحك المحكمات الم

, we it not less the first level of the line interaction $r_{\rm eff}$ (i) but maps in the result of the line (i) $r_{\rm eff}$ (

The state of the

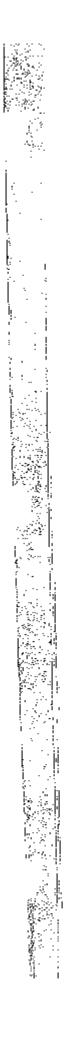
hoogo ue ered of of a creater lancerage at union solve solved resting disk need dege the gamping particulates evolve and the "I tob miteration distant based have been nt mutative worth with bittle (v. file and 1980), while a fill gradie from a located by a consistent and summed rathe brained main holiseng

(a) Operation of boost of a spring mon-survey base to VI ability to Wanter 2 to survey. consell without prior following on a ed with who would be stilled at groups, and with publication way to public structure set active with to considered silf reducer sound manage approximate a sector and and with the subsection of the respectively of the section of the subsection of the section of the s in distance it becomes words draw with to (CA) this they don't man he we have for a provided, however, thet the width of the solution of the second se 1023 games: In grants cont in duling to daper manataren sint qui teal (16) gete derree ining task in rol odi Ju droiw one doiner ve not done on loop (01/1) direction The star because the second set of the second seco dibin edit. Acted blue at the berodange yee no bottiment , korove in Heile , rin I to house and the source of the next of the second of the seco adi yi bayuyi ja zanunat lasutashiran mulio Declaration No. 1, and were, balconies or bine at bohivite an office and a mouse huftling or part thanks including particles on hos the sol is deputed by an soil nerve . ไอ้อายมี รองนี้ 101 อนั้น คนี้ ไม่ ชื่อมูล ขอเล่ม(และ กองมี 2013) anada sant u riež od liszte stadi A aselO 30 and 2004 (i)) (i) every in in a residence district

d afficiati

.197 al 918 al -

21(7)20008-61



go the gas of their way obtained 2.5 The Fey 17 a first scape of patents, post-allocation (in 1 any carbon of the second scale of the second scale scale of the scale of the interval of the scale scale scale of the should be added at the scale of the scale of the should be added at the scale of the scale of the should be added at the scale of the

(3) A three (3) forther in adjusting near and every for live to a fluid score District of Gass & and of Gass B or and these however that now only some -ball her apply to a 1 of this accelling of seven, welk or allows and except on othe anwive growlded in this southout

(1) In and over all stream, we have and shows to said tract.

(5) An essence for a polosition passegurary sinteen. (16) feet wide on the ground floor only and and less than twelve (12) feet in hught along the numberly line of hot 10 in Block 2223 clouding from the studie waterant to a paint sinces (16) have were after a paint of the variety ball of 1 or 32, to provide a public paint grows from the function of the source appendic for the function of the source of t

 $(x,y)\in W_{0}$, which we structure that for $(x,y)\in W_{0}$, which we structure the structure of the struc of applex of available to the Poles Verses Har is according any give a process for and a reasonable of the thirty for structures equality seen protons of any essentiat at eight of way as in its opicies may not but measury for other and during the time of said permits.

(d) Sections and stall done to a log in factor of American to momentaria and assigns and as false Vacles Hones Association, who would have the right of my as and grow there and the cloud, and the right profiles and passion of and the second contractions have decreated as well of any of the parameter which and party ments and adjust the process with a di-

child not thereby in any manufer by desired guilty of treepass; and Book of America sind how (by right at any films to converor, with the written approval of Polos Certies, Parats, Association, to evil gaide some suscended and eights of way as to any or all of soil one erry.

for a The eight in expected process \mathbb{C}^n Real of America Burgers and Acayon a suspend, use, satisfant da regina rive sity provide of the last of the state of the state time and pay hell (5.2%) jets from guy 1.3 line on of the line of any cases on theo of concerned to said Datab for America, where cross-areas, and approximances for more ying electric average in he mod for light, loat, power or effect purposes, and cat the sales for such purposes, negether with the sight to alter the same in such manner of the requiperacers of Bank of America, its secmasons and assigns, may from thus to firm. demand. No poles are to be placed within the space where such right to overlaps, is reserved Brok of America, its anotessora and assigns, and its and their sprace out emphayness aball at all times have from appear to white, treas since and appen mnames for the purpose of repairing (cmoving, amintaining and sporaling the same.

Section 7. No title to in d in any street. walk or alley is intended to be conveyed to purchasians of any property except where expressly so stated in deeds.

Secrets 2. All of the realistion, conductive us tions, envenants, reservations, figns and charges set both in the Declaration of Remáricants shall oprinter and reaction to feli instant ad ell'art an oll tipos spaint said property and the owners theracl, and just to the right of this may a modification provided for in Section 9 because of and lan-pary 1, 1960, and about as then in target be economical asymptically and without further normer from that under includion fundation years, and thereafter for successive probability of twenty years each without limitation rates, within the six months prior to buts dary 1, 1963, tr without the six transferred : in the exclusion of any Automatic Induly year period three lies in we use agreement expected by the theo record owners of many then madell is provide said property. sydenic enterness particles of each spectra by the colored on recent to the date of the Contry Housed of Lee Au, the formers by the state of which agreement only of the

wild in ordering, mandeloons, commutative

1151

Ciple 50 Stalets RESSAULT

Second to be

. VEEA116

เป็น (การครับสาร พระการครับ (การครับ) (กระราชเป็น (การครับประการ) (กระวาชเป็น (การรับประการ) (กระวาที่(กระวาชการครับ) to treatesting red for they were tall three (a) A set of the se the analysis of the loss of the second se

on agrication (de la seg

wox eep 225,722 miding a bad ward well the knowledge of hims Bhun have apply block of the light portion next rearrant relation were as a product of the product rear a large of the product rear a product of the produ unang non yinong yan in inanya adi in mani nani sebiay kan in nanya adi in tursion of perturbative fourther of the thus solution profiles a part point а на разм за корадурно с сало с в цазм Радно на Крадон с сало с ranwo atampi . Manun un da hukara a napiturni ata heritara anab ajitura 1 da blick owe much synfights to it rough (in a subset) add in hubble of the pathogen which consider senting of a configuration of the provides a -weat , ໃນປັ່ນທາດດີ ການອາດທີ່ກ່າວທີ່ທີ່ດີ ຊາຍຄຸດທ່ອງກາ . ມີກວຸມ ແລະອອກແຫຼງ ລາດ ອະອຸດ ແອນນ້ອງ ເຊັ່ງເຮັດ , ແລະຜູ or et l'io scorsco en live main de scorstoons en on services to deal this prove quart to accelled as similations to broom to account to with the second section of the second por panaro dup finacioni, contas éwhite on where the characteristic point factors ادومالح فابعا فلافتصف فبباقت فتلقده يعربوهن ward to choose to that not done, to work this at formilde, in the subject year of what មានវិទា ខេម្បីសំណេ ថា សារបន្តាំព្រះបទ្ធ ភេទ ១៩១៩ថ្ងៃទំ ព្រាន នមនា្យ នេយក្សសត្ថភេទ នៃក្រោយសារសារ នា ស្ថិត និយាយដែលហេតុ -itage growthing all bryok = 9 widows.

Tsti parage angle of passe deep constraining For $i^{\rm T}$ we have the properties of the properties of the set of the properties of the properties of the set of the and a measuring in an activity of an it sz (m² key sen mister renerezeksi beren 200 szi keyesi (ö. 199 szimi d. sen rener 196 kirzer oli kur nonin mister pes szedseg mano ang agganoseas ang sa taong ng paganat ant in Now mit down All could ach mit pair? 1823 in all that they are the set of the set

400 B.U

WelfAg

considence actors model quarter actors

and form in $(\mathbf{x}_i, \mathbf{v}_i)$, $(\mathbf{v}_i, \mathbf{v}_i)$, $(\mathbf{v}_i, \mathbf{v}_i)$, and in the set of the s

and he reduced providing the softwork of the

in the considerable dealer an include in seyism undependence (peet to Adsf. 14) act revenue row A supply supply solad

ve aspress anter ferror astim descrit

essigned of the clie possibles it of

of bluesch of gelay of Los (litel boog ui summerication bis may a more all

control of a state state of a state of a state state of a state state of a state of a state state of a state of a state of a state of a state state of a state of a state of a state of a state state of a state of a state of a state of a state state of a state of

litomer Association for any structure work,

solvery solies we terrang stylelind a to they speciality of stell off more particular

which we will not a property of the second s w/bus recisions A search school and a

mainibaini odi nidiw arenan fig ol se no

such agains of apply of his diffet hear at

recondumnes to reschered off, report yillock one can not see a start to see the source of source of the second s

in the beau with the part is V and

when which some managed from spices of spice spices

and success fin nauge sviewhere a lists

toonone sected ones evidences off yo your

in ear of a nutriceas reactive of a fully នចក្រម័ ១. ម្នាល់ដឹងនៃខ្លាំង ដែល សម្តែ ១. ខ្លាំ ១. ទំព័រអំពី

cost is le no physicade consectores at chan

need avid summaverunt time out tail here

for, or approximal, here here no

believery alonged suctors tadio to sizery

eventual without another discoute here sately of the theit garwore find als ode vid bas reatistic were brack to be find a final sound from have a indiana to standition & it southes?

້ອງກາວເຮັ້ອການນີ້ ຖວາຮີ Aq ແລະດີບ ແລະຖາກເປັ

tie on an systemionop on fight you't the out

Is achieve estimations to see the set of some flag.

Is younted all he should all youl it's

ed bevouge of at to be through indicating and a solution and a solution with a solution of the solution of the

southings is concreted and a see on

to the la sourcembled a on to source to the

eranner-finiume hue zweenform; gaitocham; lo edit ter inga an difal boory ni hon outer tol section without how your data bias in bound er and the operation reaction for the er-

queres a function to even and any loging (7)

Control of the state of the sta

whe low my barresh all graded; can fight

solated i restructions



AS DEVATED BY

Bandow 11. If, at any time, the owner of e Alexandrian compare of land, adjoining to outside of Produced will property doi? a ne with Bank of Armajus, in its accessors in inverse, moly in Pales Verdes Reliant Astoniation to hold, sail and prever this lend subject to restric-COMA, REPORTS, COMPARING RESERVENCES, Length of Altragas and trails in an agreement aud/or Deflatation of Restrictions doly. executed by such event or owners and ap-proved by Palos Verdes Romes Associa-tion samples Archary, and such agreement guildy. Durhanting of Restrictions shall Braneafter the control dod on the office of the Country Department for Augebes Country, Colaboration Police Yeardes (Borney Associathis and the Art Jury shall from and after the data of well appreciation have prover to de and perform the had off of the solar to fire, impression for Bort charges, assessments and does from the owners of said property as these is stovided and to grain said ownor an owners and donal to it. Palos Verdus Hamos Association in the signation and provided; provided, however, Oat the Art Jury sight have full jurisduction over all lands and preparty and which Palos Verdes Hames Association may at any time have orisdiction.

REPROSIDE ou Traue

Sector 12. Each and all of said costriotions, computers, correctors, resulvations, Neps and charges is and are for the bonofit of each owner of land for my informa-(herein) in said property and dust and each closest shall lance to and ness with tach and every parcel of said property, shall epply to and bind the respective subcessors in burness of Bank of America. Evalu graptice of Bank of Amarica of any part of nortion of the celd property by acceptance of a deal interpreting the substance of this Double when by setting it forth or by retension themin, accepts the serie hum provide all of such restrictions, mult there, may nave, the values, there and the sector burges, the first burges, they are privers of the Arc Jerv and all titles We des Hames A consistent of A spassol of Any of a st surface as continue and compare by how by examinant and solution real proyer s appen which such him in even in revenue Fight of Augerica, or its successors in island est, as everywhich he enversionary rights instair, y and its (it), and the switch of burds monitorary signs double too the right of impostance with a post-out, real property, to the needed of any once muchle and, or in reach the experimental property, the

said restrictions, conditions and anyenants shall be covenants reporting with the land, and the breach of any thereof, and the contiations of my sull breach, may be enjoined, a ated as remedied by apprepriate proceedings by the owner of the reversionreprints of hy any such even of other lots or purcels in said property or by Pake Versian Homes Association, but such court neu shall not affect or impair the last of any home fide managage or deed of trust which shall have been payer in providuals and for values provided, however, due suy ordesception owner of said proparty shall be beautily the said restrictions, conditions, and poveniets, whether adminish by form change or of tractor's sale or otherwise.

Secrets 13. The violation of sup of the extrictions or conditions or breach of any of the eccentric hereby established shall also give to Bitak of America, or its out distants in sufficient, and/or to Pales Verdus House Association the right to enter upon the property apon of as or which such thick tion or boroth exists, and to successfy share and remove at the expense of the owner recreat, any creation, thing or consition that may be a exist therees out tary to the introd and meaning of the provi-sions hereof; and Bank of America, or its successors in laternay or Palan Verden Homes Association, shall not be deemed builty of any manner of thospess for such entry, abstement or removal.

Section 14 Nevery act or callission whereby any restriction, condition or covenant in this Declaration sat forth is riplated in whole of in part is declared to be and shall constitute a nuisance, and may be estate by Bank of America, or its successory in interest, and/or by Pilos Verdes Hours As existion and/or by any lot event where us the jurialistics of Pilo. Weds, Hours Association; and such temety shall be degranal compliaity and ant explosive

Synthesis Million said testilithes, some Dinna, environte, the various, Ena and Ast Vantory charger remained in the Declaration chain to its incorporbe charmen i galler, but if it that, at any they, he hald that may one of sold courtstrace, conditions, covenable, reservointurs, tions to the gos of any part tions of is the valid, or for any mason becomes uncoforceables no silva recipiação recontitase como nami, regeneration. Hen of charge of compact Arrent dials be thereas affected in the parton and the group and greater, then

1:51

Victorios da Constraints

Venuence CONSTITUTES NUISANCE

3.0 by a wr 0.8

socurd iwrestator ffo ungo gyraulandd brio isitii ed links motorprenator dans bus votre and face noted iscent fig of their considered sound search ruled pointentned end to conser-

oth to mytaw a hamped of move on milliship SACIANJA IN MENT SHOTTAKIDERS 'STURUDARD tensit, long and restriction lower sond tives, buins, successors, and denight, is 'th preperty evenet, or their legal tentesses as her concerns, here, received as here concerned as the sources of the second logical reactions have reaction provide the gou pa the sense of owners of sur holes it. No.21 of Subscruber set bur to the sub- set Theorem of a series of a book lists appression with Section 18 2 The provisions continued in Report to

solaulani 90 ct 8 encitoo2 3a encietoro and repaired shorted sub-termination of the file to The most burgers viteofinade of , vari two are bus to retain and the behavior and the Fundaments in the set of the coverage side of the coverage states of the second set of the second se to approach to deal sub to lavorage and -sing politic authority, only with the writwhile without in several beam? and to show warmhlab to ctard out yet boutures of dalify of allot marriels theread the rest gain servition I goug line sur le noitres gan. At mianels nothermality on the of the stability

> produit as reares, clease or phase is declarad any antioner securic relationships frankraph terb tool and by a differential and males build provide pression commence decisions "zar.avente "uccase" huga a quesa Aq. 2007-6 ad Buda conjects tokung exists respective

ant helan -and append and the game data was as rewolka fastatut at areasoura att abaletat or nierzel in zwier V in Snatt neu redie one beneen ei Sich genrecht dans als beauterunisionerA contail contail select of select -superse to approxime the statistical paraand we have greated as the order of a contract of the teer traded piet of he tak of so pours Alica attacts of the function of the statements of the statement of the st

et as you istratur le ness of i rostitor ed ang you le se analaiont blue le goineare ump full in free many to fire to stop predollar of its descells muchon and yel applied -sting at of touldus shear ylassing a soll s want the property for the second and the vitions, corrections, recording the second the second second second second second to the second second to the second second second to the second seco enes surficios nu un yos constructores the with the solution of the same of the second sec and multiplication in the pression sector for the property forming no tel gue le conservation. Le situat de locale presume wit of solving as of villarit have it was solved as a an tel es pener non ai pl. [51 sobres]

u zna a desty

\$510V075000081

provident with a structure of the struct tion trabianthanty an yet barife of or that hun areas preverse of teams on solution 239, pargua to yab dist and annual of any buy to make by the property of

-toprad

BARE OL VMERICY'

100000011-2214 peakers in Yali ya

Pagwords 19, 17, 48

120342019

$$\label{eq:states} \begin{split} \mathcal{L} &= \{ \begin{array}{c} \mathbf{S}_{i}^{*} \left(\mathbf{U}_{i} \mathbf{y} \right) \mathbf{v}_{i} \left(\mathbf{y}_{i}^{*} \mathbf{v}_{i}^{*} \mathbf{y}_{i}^{*} \mathbf{v}_{i}^{*} \mathbf{y}_{i}^{*} \mathbf{v}_{i}^{*} \mathbf{y}_{i}^{*} \mathbf{v}_{i}^{*} \mathbf{v}_{i}^{*} \mathbf{y}_{i}^{*} \mathbf{v}_{i}^{*} \mathbf$$

anten a pr Transferancia The stability of the formula for the four of the function X and Y and Y by the product of X and Y a

ரம்பில் மரில் கார்க்கு கால் கார்த்தில் கிரிக்கு பலில் மருத்தில் காலத்தில் காலி மரித்தில் ப

[331]

1.12(35)

600301224

• :

1

~~~



# ONCEARATION NO. 212 OF ESTABLISHMENT

(1) A start of the start of the probability of the conversion of the start of th PROVIDE A RECEIVE THE PERCENCIPACITY OF MANAGEMENT AS

THERE THE THEN ADA DAYS PALOS YERDER BETALEY

SPECIES STRATED IN SIDE CONSIDER AT A STRATE .

UNLESS CATE OF LAR APPART

(a) The second construction with the second seco

colored are reacted by the reac-

---

print voluments, usade rate, Balk day of Soptent end 2014, by Bank of Administration of the tion is ganted and our say under and by the site of the laws of the S need of the rate of the

Write we there is an end of a more and the test of the start of the st appropriate of the got made and entered into he work (coll Coursentweadth Territ Concentry na and Barl of Anerovat away

Whenever as a limb of America, is such sourcess to Commissionth Lore to a many is even all contains the of lack in the Country of Los Angeles, State of field and a known as Thate Multiper Phil of carl County, is par applicability Ansasi 13 (2015) () Lond, 102, Paylor 40 to 50, of Maps, in the office of the Constant Recorder of call the Avgeles County, and,

Ware explored commonwealth T are Company distort the Standary of July 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 1985, 19 and Catarry, a certain Declaration of Establishment of Basic Protective Restrictions, et courra, and Back of Antonica, as successor in interest to said Commonwealth Trust Company, aid also as December 5th, 1923, file Amendment Na. i therein in Book 2940, Page 27, and or June 25th, 1924, Amendment No. 3 thereto, is Book 4019, Page 274, of said Official Report, which said Deplacation and Amendiments are hervinalter robulad to av-"Dools store No. 7," covering and applicable to certain property therein described, including all of the real property new included in said Trace 7331; and,

Watterpart, and Bank of America is about to sell, dispose of a makey contain pohow of take converty, which it desires to subject to contain additional local protective co solicitous, conditions, vacuousts, reservations, lines and charged beween it and the acquir rr- or used of pair preparty, as hereinafter set forths and,

Wropoks, the power to hoterplet and inforce certain of the conditions, excitations and charges set Italia in this Declaration is turn side in Palos, Mardes Regime Association, a meropolit, non-permitive association experized and existing makes and by victors of the lowe of the State of California, and in Calos Verdes Art Jack consent and wordshould be provided in said Checharation No. 11.

Nuw, Torrighton, Know All, Mars Dy Tarsy, Prometry, That head of Alcount founder a solites and declares that its solition and emphanemental no the laste plan art for the scale "Just estimate its "back and distributed and cross buildy rescaled in land play let the grade construction over development and hear wear at of sold Tage 7501, a characterized data benefity for the total protective restrictions, which does governate. The state of the protective open and subject to which all also proveds are protected. it is a sufficient to wild a sufficient of the sufficiency wild by how will away and and (1) such that the state for the discrete data worth out that the many word by a fact which ever a state worth of the particular for the heavier of the state worth out of the state of the state worth out the state worthow out the state worth ou

many any asing door tender

na na gradni na serie na konstru 1999 - Print Angelein, and an angelein Nersen and an antikana angelein angelein sa serie na serie pilangan 1999 - Angelein angelein angelein tanàna

11.01

of off minutation factors forting)  $(p, N) \in \{1\}_{p \in \mathbb{N}}$ land handlin of A party in produced and เสอป เข้าถึงกินให้คองรู้ส่งรูกป่าน รวยนายสมุ a subdiciting 2016-00-00 To seed you guivelies and the A more road

trani brazi la translet brazistik di stransletik di bari brazis. Lida un fonissi la on brazistik on segerator son.

(i) the observation of the state of the s 10.00 read as headable who and us that as بر الالال ال to arrived him out more day with the

(z, z)[2] such by university with adding here, such control with the second data by the second state of the s lands ar hadsolates yeldered our failer faile To soother fine all grownlin of this

4 M G D S Y M

ascondesC disc of natural first issuils. Health we have the state of the set of the second s to support on and solver shot with the second

8 981 W008 RP16 PL 21 V.N

J. off solidation from his at but; with the second strain strain and the second strain \$2.671 axaatio

adi ya hovanga abda modin yala bomud le ed fisite man biss in entratif, surcontainty i ray? in benchmiser to be multi-Distantistic estatistic di strantante antendi real bies of industry territory and industry 1 2000 and there is a particular territory of the second statement of the second i moitase ziri, ui habiyong parwantag a werther the moitase ziri, ui habiyong parwanya suntagenta the moitagent i aport i apo Section 3 (a) All of mid origination 2

ora total bine lo gioj grivaliot pili (14) (11 apyli unostifiot II, apyli ze ledgitatez videroj, grav verseget. Eige ni bottoti (ere lonite ze debred 21,2121212). Eige ni bottoti (ere lonite ze debred 21,2121212). メロクトウ

u Pinet Σ (mailen 1 or termine) 1 of termine 1 but 2 rei (termine) 2 i of termine 1 but 2 rei (termine) of termine

 $\begin{array}{c} (\operatorname{series}(n) \in [1, n]) \in [1, n] \\ (\operatorname{series$ 

EX COUNTY

20 Ducet Disc is field periodical self year strains a contribute V receiver behalfbauer viscosis accuration file of sectors for contributions of contributions of the off sectors part is set sectors.

produces to public the state product the second state  $\mathcal{O}_{1}$  and  $\mathcal{O}_{2}$  and  $\mathcal{O}_{2}$ 

ies:1 (5) The state of the state of

cascollet as

COMPARED THE PART OF A STATE THAT THE THE TABLE IN dir at hell 3ai -volled set or ful kine reflection re- mus set male site to an early and the store that relating to the spectral functions as the mean second seco lats, which, perturbers a reaction of state ping to substant to restrict and many go wolly an to the superscript and sublime

TYPS OF

1111-104

successions)

1002.00

here in

i de la

ļ

50 M21

SUN SALES SHOULDER

If areas of relations (M) cover out the real set.

(C 200,021 M) with much were larger tool in the set of the set

and bolings of subject out to make

pdi mane beniestism to housed pould bidram of link part tax and yo beyong of alose grown and port pribulati is a second and a second a seco

erault trad to grabilited off. (a) 1.2 molanoff.

() [40-4 220], [.ott ] :0 24 (off);ve: 58 6:9 Lot 15, 51(000 Lot 15, 0 18 4: 6(-44, 56,000)

CREADAR INFORMATION IN A MALE AND A MARKED AND AND A MARKED AND A MARKED AND A MARKED AND A MARKED A

לי וואלג 2001, ראש ביר או העורב איני 2001. האילג 2001, ראש ביר איני או 2001, מישר ביר איני איני 2001 מישר ביר איני איני 2001,

ารแก่วไร (ค.ศ. 1941)

005,012 (c.485,001 ML 2011 (c.001 1000 L (2005 01 077,713 (c.2010) 002,012 (c.001 L 10 102 200 -002,012 (c.001 L 2010 L 2010) 1260,022 L 2010 (c.2010)

NUMBER 2 111 DUCK TARING

adalara nez per az neg

100,012 010,000 02 01 100,000 100,012 012 01 02 01 100,000 100,012 012 012 02 02 000,000

Liss bruth " consistent - 20,000 Liss bruth " consistent" 20,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 (0, 30,000 10,000 10,000 (0, 30,000 10,000 10,000 (0, 30,000 10,000 10,000 (0, 30,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10

monais termine is 1 an 6 met.

Junio Di Loviendora, 21, en 17, eno di לימור ≿ זה 5 πiclinate, \$90,665 1-60 π ≤15,605 1-61 € 61 € 61 € 61 € 61 € 61 € 61

2002/25 Severation 51 of 21 2004 (2002/25 Severation 22 of 01 010-1



έ.

ļ,

9.94 N

<u>\_</u>\_\_\_\_

24

8-1 s  $\mathbb{R}^{2}$ 

÷... 14

Ш., γ2<sup>2.</sup> ·

₿*\$~??* 

e S

 $h_{\rm K}$ 

14.5

(N. S. & C. 200

I < Dispert 2.00

To Priva 200

Ling Li Li Comercia di Li Castella della della 1999 Ligit fratta della Reali. Nati di nel come dana recia a 1997 della della diffici di mana della della della della 2008, della di Stati di

- (a) (3) and the number of the transformation of the second state of the second stat
- Let 20 ever here there have any (25) thet form of sec-ter Large the matrix  $\Delta$  that  $\Delta M_{1}$  (20) fees for an the every  $\theta$  there is the every second 1. When Read and There is the every second 1. When Read and There is the every second 1. When the every  $\theta$  (20) is the second 1. The every second 2. The 2. Second 2. Second 2. The every second 2. The every second 2. Second 2. The every second 2. The every second 2. Second 2. The every second 2. The every second 2. Second 2. The every second 2. The every second 2. Second 2. The every second 2. The every second 2. Second 2. Second 2. The every second 2. Second 2. Second 2. Second 2. Second 2. The every second 2. Second

- (1) Construction of the second state of the
- Frank Construction and American Hospitalian (Long Per-Canada) and the paper in the state of the state of the state (Data from the state of the state of the state of the state part of the state of
- The field and Version of the last set of the field set  $V_{\rm eff} = 0.0000$  (set from the set of the last set of the field set  $V_{\rm eff} = 0.0000$  (set from EQ so the field set  $V_{\rm eff} = 0.0000$  (set from EQ so the field set  $V_{\rm eff} = 0.0000$  (set from Vields)
- Per core,
- The structure is the part of the state show the state (3.2) is the Dark with the state of the s Ant C
- Lie J gas less Les brands (36) fact familiers Resign Lie J and the familier familiers (50) feet familie Faces def Mar.
- finde B as of instrume, not use the fifty (50) first from Proce del Marti
- (1997) STREE START FOR ALLOS Logistics (non-these forge (SC) (set frager Freedom of Man and not been staten our (CP) (set in real the work tag streamer (Otels 2000) and Dissis 2000.
- Contract Disert. Even Sciented 10 and the line for a 14-2 and from
- induce device
- Lat Large Cost and setty (3.9) the free fibers we find and set has then the [10] test frame recently and performance (3.6). It of a 2101
- Let 1. Superior data Review District Free Free Cane del Masseria del franches del 100 from tem-ne, sur la tempo franches Free 2007 2000 from tempo any sur la tempo franches Free 2007 2000 from tempo tempo franches franches Free 2007 2000 from tempo any sur la tempo franches from tempo from tempo from tempo franches from tempo from temp 3101.

- Sitting  $\Omega$  and Z we have the fact the other form the set Z we have the fact the other of the set  $\Omega$  and  $\Omega$  are the fact the fact of the set of the set  $\Omega$  and  $\Omega$  are the fact the fact of the set  $\Omega$  and  $\Omega$  are the set  $\Omega$  are the set  $\Omega$  and  $\Omega$  are the set  $\Omega$  and  $\Omega$  are the set  $\Omega$  are the set  $\Omega$  and  $\Omega$  are the set  $\Omega$  and  $\Omega$  are the set  $\Omega$

- For A cost data than there (Alt) over from Yes many K lowed and Press (At Yes) and S with the other (At Alt) from the press of the set of the theory (Ab) from the press of the set of t
- 199 M.A
- The Rest 1.000 GeV that very 1000 (see that "because the set of the very 1000 (for the other very 1000 (for the other very 1000 (ged 1000)) in the set of the 1000 (ged 1000).
- Lota 50 www. C. not Lina Data Sare (10) cost Salat Shalway Puladi
- Laste 1.2 ad 1.8 new rack that filters, they for, from Cardina Bright
- Line 7. Strategic first (1915) (401) Set (see effective interacted to the first first (11) and first (10) with thing the second filler (10)00 and 30 first. S BOOLE 311 21121
- Level 2, and there are separate the excitable factors of the second secon
- 11.54
- (1,2,2,3) is the set of the se
- Ave. 6 mat long these Avera (2001) is the Brancher
- Control of the first first first of the first of the sector field. And the first first
- intervention Long O mark 100 and 1798 kpay shaling (Mrs. 1993
- (a) a final final state page care page for the final final field for break the second state page for the second state for the second state st liferer (15) that have the averaged
- Let 1 min loss the ten (N) for them footing by Bright C11 Read and Charlen Bard and anti-anti-the theory (20) Keen for a Friday Labor. Bars 3 and 3 was been than the (10) had true Challes Footing part that have been (20) for the State A can 5 min the loss have been (20) for the Challes Footing.

- Frequencies and Control Construction of South Construction (Second Result), (5): Strong here, Strain Long (43) Souther, and Grebaby South and Incol Construction and (40) South Construction and Systems of Southern Construction and Okola 20102.
- 2.11(2) Loty T and R and Less that receive the thir left from 2 putty (Mark Let  $\alpha$  and the theorem for (20) the tree Legendration of the tree is for (20) the tree there the left 2 the tree theory 2 off into (10 and 10) the tree theorem (10) that i not Theory Mark) the Theory Mark (20) the Theory (20) (20), (20) the tree theorem (10) that the Theory (20), (20)

- ) as the parameter of a first set of the first first first 1 can be a set of the first first first first 1 can be a first set of the first set of the first set of the first set of the set of th 21.02

[156]

#7.

179VHAS

d investigation of the second se be grouped and here more in me beamsteinen in papiarasi (provid at 1002 (vie) ity ant will bewonning as rough framewild one optica pullingi mitutu Johati ta ( 20 prisipa) bise etikologi perigita elwiq a peri ta solomia ( 20 k) ta (1000) gantali ta no fair pilo all to de pli fort all protocore Juanul and relative adding developments. Mathe some sont a rial of their over A and I for roll produced. 1011/20 Application is at an endowined. (Au-

LESSE

the page around

these differently related to a

survey being gravitation of the time and gravitation of the second state of the second

and that in the second of the

bur and a construction of a more and an analysis of the formation of the second of the

is, parasat vitinginade vitation are  $\chi_{\rm EW}$ 

parative of encode novig set qual ray soly by

farmiger with but twood wait, that the property of the propert realizing of piderical and socialize grad the addition of the Annual state suppose bies believed periodence orange each sout-for out in enclining while more

Then hiss of 105 yan to stone of regime with colw houses in the worker agreement of second

manne to difebrar pichau dior year doldw subjects and addred and and and and off of additional second provide to the ilib off stores these of velocity the diffe si adi lo tononto no jiseratti ni apozenzona

ford of finds operade theques of and an tion of anoth free spaces, and soch date it. WOOT DUE TOUTSD RET DISE 107 BODE TO BODIE

spirations per appression of a second second second tany activity of spans the st their contained auffilled all actuation of morel barren all complements fold to more comparison

to exceeps and sid to nutrated as means add If the perimentation of advance and again to be lo

ງຈອງລາ 🕫 nuticalitarends ໄດ້ເມີດເມີ່ມຮູ້ ແລ້

(a) designed at behaving an etailed inout out bins is VI abits to 58 notiout to

concretifiere through a number of row in the the pribling are as ylasiat been stol arows rel only information only in yhigh non linds WID: Do not be previations of this section

All Annual countratery a velociture

mode dilow and and polycop enring the trees.

to all by the suspice of an every set

rely to strain all it betraper avoids different

old by UK1 holdshop pade your lost ye by other of grap for a for the second was even foull provided, however, that the webb of 102) yr ewr to seers soit to ditaw fraitor conditionation and the second state of the sec va rola face out root (664) dates end zuer-va rolarig tedt te fall and la fabre eile datelw

is unserve of said free spaces, measured at the lot, such of said free depict of the lot, such as the lot, the lot,  $(N_1)$  (get lot) for a serve unit of the lot,  $(N_1)$  (get

L WN SOUSTI

fin "e soul shoul as to dibiw ach li

where  $\psi_{i}$  and the probability of the set of  $G_{i}$ 

Received is all the means of the state of the second of the second secon

(a) Aryaniag to the contrary housin to Strata the Vasion of the contrary housing the strategies of the

control of the cost of the second se 

The first first head from the first has the first first from the first head from the first head from the first head for the first head of the first head of

We much note  $(A_{ij})$  provide the strain  $(A_{ij})$  provide the strain  $(A_{ij})$  and the strain  $(A_{ij})$  and  $(A_{ij})$  are an equivalent of  $(A_{ij})$  and  $(A_{ij})$ 10.0.023

Yar Dickees: Los U, and Los treeds, 1991 Less Leans Via Los U, and Less Leans Via

ment real (1). with real way on CL on P and ista di ta t tecalitati Sta di

all multi-real (64) general mean (64) Ira Q , assel and 23.8

March 1961, 167, 9010, and real in 1, 1000 ment involved and real real systems in the ment involved and real real systems.

(66) See the state of the particular state of the st

From the product of the product of

show plag

2.11. 20 27/10/21

7072 300399 51

÷.,



 Fubly: tod privacy several Quan-marks drains, land drams and pipes, wat the systems water brains and pas multi-er appendent.

(1) Any other needed of conducting and performing any public or quari-pubsurface of the ground

the Same Edgework and Liphy of Wey and the dot operation in the second of the

the The rest is a 970 fleet of encoded? events a distail for an ingeneratives es totlower

[4] D. M. C. Cover et al. 2010 (Science Science Sci

(2) The five (3) four stelp adjability the following for lines in sold tract is find, 1991, or act rate for each works, and a bar set for a the stellar stellar in the formation.

Guide Charles, ed. dec. 1996. Constructions, and the Lange State (1996).
Pipera (1200) Hermitian (2010).
Pipera (1200) Hermitian (2010).
Pipera (2010).
P

101.45

Clock (2000) we can to safe all the time (2) obtains both of orbit 1 form 1 such (8) particular effective of (2010) 10000 (on each such or the Unit Stretching (1) and (0) form 1 and (2) (3) and (3)

#7.

- ÷1
- b) Oracle (2011), and the proposal of the local constants (log) 2 and 16 loger finite 1 to 16 malotice constants (log) 2 and 16 loger finite 1 to 15 malotice constants (log 20 and 10 log log log 1 to 15 malotice) in Block (2009), an optimistic of the log finite finite (log 0 malotice) and 11 to 16 doing for each optimist (log 10 to 16 malotice). Log 16 malotice) and

(3) The thirty (30) theat storp to task take of the lose dividing that 3 and 2 web late 20 and 21 as filled, 3200 per filled into this according half of the perconverse and bridly path as will been (Orses.

(4) A three (3) that still adjusting tools and every of the in a Dearberra District of Class A private tract, genended that this well section shall one overly ts a list little adjoining a surface, walk or abey and eccept adjoining the following he lives:

(a) (1997).
(b) (1997).
(c) (1997).
<li

name 2) 3μ βάκερα 12900 με μ. 2012, βε θ. Πεκκ (d. προσεφ Γραμ ζ. Αμε ()

. (So, be not not all strates value and they show that  $\theta$  and  $\theta$ 

Sections 6 (by to 19 Indusing of this Declaration No. 91 are the same as the solutions of the same numbers in Declaration Ma. 1, printed on pages 14 to 186 to place of this bookles.

in Winness Wurzhou, and Basix by American has the 18th day of September, 1955, bereastly caused its carporate name and shall to be officed by its Vice-Prospect and Secretary, therein a doly suthorized.

> BACK OF ADDINGA, By JAY E. Bandard, 2 ce Prodout By V. P. to water Servery

STATE OF GARDENESS ( CONSIDER FOR SKOLDER STATE

 $C_{1,1,1,2}$  (from the second secon

Free Horsen in a Prime Palay and out two free loss as at Less horsen (http://www.com/loss)

1.5.1

#### 10 DECEMENTATION OF ESTABLISH MENT

SY NARONE 58 OF ALBERDED DANK THE DARCORDER SERVED UNY SEGIT ENGLIVERERSH "REMANDART "SEGULDER SOLDERESS" RABBIT DEPE

PALOS VERDES ESTATES - PARCELS A AND B

VINEORITYD AG DUVUS BUL NI GRADONY SOT BO AUNDOU VILL NI COLTRAIS SU ROHEM

DVZED TRAK 321 1454

المستحداثيا إينه (, (5)). بن كانين كافن لامين كارن (المعلم العام العندياتية والسماحية المعسرين به متخسط فر المستحداثية إينه (, (5)). بن كانين كافن ((1912) لامين المالين في المالين (1960) (1960) (1961) المعلم المعلم علي المعلم المعلم المعلم المعلم لامين المعلم المعلم المعلم المعلم المعلم المعلم المعلم المعلم الم (1966) (1961) (1961) المعلم المعلم

aff to evel of to outry yi has rabau patience for how equations, gradme, Data and a discontant of the Web diversity have been accounted to the second state of the second state of

 $W_{\rm element}$  Composite True Company is the property is correctly transform the 0 -matrix  $G_{\rm element}$  is the Country of the Angles State of California, described as follows:

without with grand, (10) consider some version (10) (100, 20, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100, 100,

-1003

i 91 | segnado hav este provinsive restrictions, conditional experiments, resonance, fixed abartes is a set if it and the amplitude of each of provide a low application for the set of the set o at mobile of energy it double grading leadingers were private his meeting as grane in he periods that at tradic st growing, third differenties and blace of accurated

conside diversing (and provident) generations for galaxies incombing and exterption (and provident provident for the external of the provident of the second of the provident of the

transis contract the states of performances in the second second

where  $\Gamma_{\rm DM}$  is a start where  $\Gamma_{\rm DM}$ ,  $\Gamma_{\rm DM}$  is a start with  $\Gamma_{\rm DM}$  where  $\Gamma_{\rm DM}$  is a start of  $\Gamma_{\rm DM}$  is a start of  $\Gamma_{\rm DM}$  is a start of  $\Gamma_{\rm DM}$  where  $\Gamma_{\rm DM}$  is a start of  $\Gamma_{\rm DM}$  where  $\Gamma_{\rm DM}$  is a start of the start of th

εκία γοινηταίη Παγική των "Α." Γίναια των βιακί Παγική των "Α." Γίναια των βιακί και διακίκαι Τολιτγικά Τολιτγικόν Γίναια των βιακί Είρους Τολιανίς (1."), δυτγικίε Δίλαι των Είρωνς Τολιτγικών Παράλα Είρλιγ-Γινα από Γίλαι γ. Γίναι Έλειτγικών Παράλα Είρλιγ-Γινα από Γίλαι γ. Έναι Έλειτγικών Παράλα Είρλιγ-Γινα από Γίλαι γ. Έναι Έλειτγικών Παράλα Γίρλιγ (1976) Γίλαι Γιλά Γίλα (1976) Γίλαι Γιλάν Γίλαν (1976) Γίλαι Γιλάν Γίλαν Γιλανί Γιλανί Γίλαν (1976) Γίλαν Γίλαν Γιλανί Γιλανί Γιλανί Γίλαν (1976) Γίλαν Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γίλαν Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γίλαν Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γίλαν Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976) Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί Γιλανί (1976)

In grow the structure  $C_{ij}(T)$  will be the interpret of  $C_{ij}(T)$  will be predicted as  $C_{ij}(T)$  be the structure of the structure of

(a) the control of the state o

able for spraying bertrault one-ynmorth real apports. 30.45

First constraints the second state of the sec

An interface the state of the orbital subjection (20, 20, 20) (Julia Subjection) Anisotical formation of the state of the state of the state (20, 20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20, 20) (20,

TOMMAN

No.9. Theorem, Elsow All, Man Br Burba Parshaws - the Componensith True Company hereby controls and declares that it has established and does hereby carefield the general plan for the potentials, maintenance improvement and development of said property, and has fixed and does benefy by the potentice restrictions, conditions, covenants, reservations, heav and charges upon and subject to which all fors, parcels and portions of sold perperty shall be held, leased up only and/or conveyed by it as stuck owney, each and all of which is used are for the benefit of said property and of each twhen of tack therein and shall inside to and plass with shill property and cach and every prices of land therein and shall apply to and blid the responses successars to interior of the present aware thereof, and she and each thereof is imposed upon sold reality as a servitable in favor of said property, and each and every pared of land dimension as the duringer tracment or remotionis, as follows, to with

. •

## AR 1000 E. 1

## agramma a searches conditions.

Here de la

 So pair L. Cheve shall prove at any name Prot DOY Two ends a providers', more thread or out and Showers on open said property of any part thread any saloor of plane for the sale or humafacture for sale of male vincus or spirituous liquoses any foundry, brickyard, cemetery, submitteduce, remaining; ony establishment for the care of care of prysons allieved with independences on for the care, core of onempion of the mentally insparted or of visible of drink of drugs or may detertion nome, detention of reform school, asylute or ineritation of like or kindred metator; any building for the manufacture of gun poseder or explosives, any product ar byproduct of kelp, bas most, stock food made of jush, fish all or femilizer or for unarying on any copper or other successing or for tonducting a claughter house, stock yard, turmay, all othery or fair canoury; or a huilding too may other business or industrial use not specifically monitoned beento unless such and 's approved in the Boats' of October Polices of the Police Verdes Runnes Association descelezifter referred to and to weeksid in a use charles permutting the came as previously as Antista in Januar from any measure tool of the best of the of the collimity wiscowers.

Section 3. No descrick or other struct Demander sure designed for use in huring for oil or you On. natural gas shall be erected, placed or per- Phonemeren mitted aton any part of said property, not shall any mi, natural gas, perioleum, asphalium, or evolve-earban preduces or subsources by produced or extracted therefloorn

Section 4. Theory is boundary confidenced Representations of power Palos Verden Henrys Associations of py Palos and profit, as opened as comparation, regard Values Data we ized and answing under the low vie of all Association one laws of the state of Collfornia hores and Paulos. Lawier role and to as the "Homes Associo- MERSIA And J Gan," and upon Falos Vordes Art Jury, ep-(i) and point receive the second s printed the restrictions, conditions, love names, increasions, finite and changes are

1.17 ]

essely workers is showing where of aubulivision avid Tandenegung of the acid property for Common weakth Tract Com property preparation of Diractal and Diractal of Diractal Brothera not be recessed for and original levelor дың Алта үүкен каңыналық жылар vided ligwover, that the sporaval babie out with any set beyond the original set of the set of nabrotofie genzust auf ihrer bebreuse och in ekolon (surrichten) gennet valagiste en ho itue mond genet (tenle ansree när titten bar

rengesta go

and unit bare loss and solution from the fram the data as the data as the solution of the data as the solution of the solution on of against reducing the frequencies of a low turbuyed guitanes not somenetation excertiz ther ad, conversed or set aside by the Carton there, in more weather the term provides the terminant provides the terminant that and the terminant of a conor public new and protony setting the read final gradent bins to shown to eas brough all tot bonalmimm cooses usedo bolaifonter to too bial jiratego contacto i so for so busicition nultipoly, talents they Anit'les, said portion of seid property (sosoil to grand all to rebush guiselt this interest in the source of the second state the the maximum bolie of the bound the fight of head of the bolie of the b pies ja nation kun adjuna kantanyy panj In more than two years by Conneumerth STOLARS posed by (nontrol sourcements yound reasoneed to recent size set of recently begaving 

arit tant oblivera pratiežanské szegalt akoesa ja agrado bíre ta faranské incu faste arela pratorala slave rodor tanta adi ya kalenda sa na nata atasing har tello colle sous ippe ormapione of to with the second the set housed there with the second the second s xal launum olich eilt be esperat of meny mon kina by these spaces in any mosel function most and red galaceliked ranned of bulking and the second the state of an angle of an angle of the second secon notionlaw besserves with the frequencies of Hend สถาย่าง แห่ง จนกลารไปของ ปัตรณ์ เป็นเวลร์สัมษ tolayah isritahii yar to yinniging heal bise to look on the way you note that នេះដល់ស ហ្ សាយដូ មានលើម ដូចពង Ju (GROUP) odr ylfsenne daildetso has wâld' (A) rythouthus not even thats muitaineed

> realdne of anit yas to reactions to control And grown of a Kisadoud pres under Burna as in passion of the parts new je 1.061005 (0464) 10 008/00000 AUD AU 10/097 contectables with to an effort with ye reach

## L SJOUSA

## WOLLAIDORSA STM 03: 52640 4 SC 344

int the measure and the measure the measure that we have a set of the set of yers have segio IIs in southout have iscontent off aved linds activitions's someth oil bus sym1 ich self less missionerA anuml1 self to noiseitorad nottine selt troopies vitugore pies in their are more to note polone whether a strain of the restand the de-site to barred, posted, particle of the minucitual ginuco eclose A sector succession (ii) It contributed of the drive Association of section (V) required the gatematic southers associated with the transverse rule of out of out the drive of the section of the contributed of the drive of out the section of the transverse of a section of the section of the section of the drive of section of the section. energies by or because of phere ed of meth arelis to become all or grouperts done and increa of another space bar score from even and the spice of the spice is not first a such permit, that in layer of for a provided, the structure of allebring nareq guidend a to connect of in his adviced an activities A second with  $\gamma d$ with the start of planet by the second start succed with hotion with the section with all and an indexed some of the section o tice inductors A sound on static second conductors but sould from the year a conductor of and private but will solve the second of and private but will solve the start of the building site, and the building site, and which are the product of the product of the start of the site of the start of the start of the site of the start of is national with groupsi and sould boa ite, nonaction, nature, clance, clance, clance, locgist, material and color actorie thereicre misworls university contractions have survey er ("and steps, such a second and a second structure and s "line particul antibility of a more-

3 8T | using rand for 1 . Sinclud provided with  $\mathrm{sore}_{\mathrm{so}}$ server hereischen er einen in som uberze evicivibilite planis dol eff. Sistervoldi – or okrosogi i obivilarus od lanis sustant base in angli si estanomi gue linge neg oces sol, in jeze yri, su sekari

IN DATABLE (

нухловал ў

agent moved the largest total account that and lines been caused under said first named plan

(b) To expend in the purposes little inates specified the memory paid in an such charges or assessments, provided this ner lass than constantly (V) of the gamey so called abult be planed at the disposes of and expected by the Port Department of the Homes Association for the mannenbact and improvement work in its judgetent pacetasty and advisable on the ports, playgrounds, planting in streets and other dimilar plantings and of such department.

The right to other, and collecter the collection of such charges is accession with the root of constants in the level of the constants of the constant of the constant

(2) Such annual charge or assessment shall be fixed on or before the first Monday of Dorober, 1523, for the facal year having July 1st, 1923, and annually therealthe for each current found year, and said charge or assessment shall be paid annually in advante to Commonwealth Trust Company on the first Monday in Navyo, has in each and every year, buginplag in Necember, 1923, an width date высь иннования от вынатия лина. became sufpressible against the said real property and co continue antil full paymaint of usid charge or suscentrealt, together with all populties and costs of collection tinebading reasonable attentists fees) thereof. The purchased of said property w of any putting theread by the acceptance it deeds flooder, which at from Gammonwould Trust Company, or from subsequent connect of one property, or by the signing of contracts or apply must a to murcher stand property of the our property of first of the pay and means. The pay are assess contracts are not discover the time of their expension of a flower a Componential S. C. M. S. Starberg, M. Starburg, and Private Mathematics or apprend on the investmentary fightly but e under the right and press to buller all course for the adjustment of such unargen-

and assessments and the enforcement of such liens. Sold charge or assessment shall be subordrate to the time of any which bounded moregage or thust deed which shall have been given in good faith and for value on the property outlied there to Communivesith. Trust Company will proceedly say all the proceeds of and charges or assessments as may be positive it, on the flower Association, as they are calleded.

(3) Said charge or assumed shall, and any other builts available dearbaness, he applied by the Hames Association toward the payment of the expenses of earlying set any multiple of the purposes set bank in the Articles of the purposes set bank in the Articles of the Hames Association and/or for the IoTewing purposes or any of these

Spectran 4 Addresservations contracts of pursues presate or leases for two or more years hereafter executed by Commonworkhin from Usingacy are hereby reads conject to the condition that the grantee, wondow are/for issues by the sameptance of deal, contracof sale to lease execution for bimsed, his heres, assists, concentration the linears and processors in interest that the lleates Association shell have the right and power to do and/or perform may of the following things, for the herefit, maintenance and improvement of the preperty and owners thereas a any time within the jurisdiction of the Flores Association, to-with

(a) To maintain, purchase, construct, insurve, repair, process, care for, own, and for dispute of purks, parkweys, play grounds, open sporces and controlling areas, termis courts, golf courses and/or club hences, evirance, pools, bath because, bethings, life rates, life genetis, life courts, both helds to aircraft, hand stands, doubing pavilions, environs, player of coursement, bespitely, pursues, squarmore, community furthies operapriate for the nonprovement and development, of the property hence released.

(b) To improve light and/or nation of errors, reads, alleys, trails, bridle only course within generation. I norms and or a monor barriers new existing or terminer to be errored or prover, formation sholters, comfort station, which buildings and in-

4 D9 []

NGK

GS (

.

tool enumbs and slibur over charge shall never in one year areach quineata facolitaba bine tudi bobiyorg coared 5 noticed for in Section 3 hereof. esti ice das Beriers | sumuel mentioner act criter forces for neur barana bas ten first flouday of October, of each year, erolad to no bead of figure (can it agreeds

subroal regards trailor bus same or less publications description, realize again ruites les rivers in guililaithe bar gui - an guingade instit in achierdait bus -nords gamentary the strengthing, choose

meeting succe war solution group of high a submy of in any perion of the said preparty and/or police protection for the pretection of all nothing as to do, for community the underline ed your if en the not on lobivoid of (g)

1XDUG doud give in the table to/pue the moun contraction bridges aritig or echon perposes on on one of the second of the second of the second second

Atractory biss to satish hubbark strike within or without the house cinerates discess of real and or personal comber, dedicate for public use and/or teneg, translor, toortungs und crhstwise esήσχη αξοριατία μυτα τατισημητική απόσο το δ (i) To source by gift, parchase lows, or otherwise ascribe may to why, and 6, cm.

bobieout atorod as you'd and the in possible of four security programs to seodstip to your that of pair tokinstoria (i) 'i's acquire by proclame, gift or

eptt-cowneed plue topics of the public for the tene ris angli ini abiyorq ol bay isabaa suithing siini ni penimum shirma an se andieiverge flowe gaileuleni jutereff egrede Antiparties and a set of the se sylteopera bive to you drive anisoannea ni lawae non a subicitizen ile bas yuu shirennen tersy yang bainen a super ye an an ang based of sain yan sa yan in amore so is no to manuface millin pur seaved and dilw appapara at yreleva bine maps to re securatories has equipted to nutroursence and astructur functions to of of some momentane time to notalizing and minim buil you to show nothernea positive for any and all improvements of (k) To create, maintain, and corrects, a lightly (k) is created of the lightly of the lightly

> within the property believes a started to. el tue foraçoică, grass plets, and other areas, trans aud plantinge writich the bues ar dia streste izantinetăly edjuinte or ai dia streste izantellatăly edjuinte or provide and they apply applying any aug

> eteo file sofoiningingi et relation of the second state of the second s min componed in product some opped ก่ระยนต่อ , สองกะราช รักร์ สองการครับ ว่าระยุบ distribution of which and/or purchase and wa oborste wäret warden ingener hjeute (c) То палики, ригодаяе, совесчоз, (c)

,ករស បែន ហៅដងទំនាំអាច ali zohen Gregorik andre bolinsari od ne zo bollucent contribution and a particular of weak radow analak panataya juwaa adabalkan no haa (C) ge carse (c)' unloave' buildese'

dous lo muone editi istresi isunae dous Sumaa nooming mil a pangan bas evolue. danfalsizo yelotaŭ esob bija balaŭ daras sed ritarial balayang asirandan sa teranga di An palanion Londond the or so knowing ar assessment; and Commanyallb Trust ສສາມຍະຊຸດແຮງການເຮັດຖືດສາດໃນສາແມ່ນສະບານ welloo of trait end eval (inde owine.orae) sensely of the particulation of the second s raineo euli mort beloatino er segrado ad febreuxe eu Gode lanary in ei drag ges la our panets is breater that at bound in tol itua era no onoli kicio la surionne odi that sold charge shell only he made when do said work on any jut of period, provided slurges il any, neccessry or advisable, to αρια το ταπουιο στο γιαπασια της στασ bus ril of bus drow quarters biss, ob or grizodine fint aven fieric maineboos à energi und dropping sidt in backeng une es essentes payment of such clean-up obalges celebitated by Section 3 herent, acade lies at a lies of the section of the secti และสูงเต้อ เกิงและบาบนน์ bris คนตุภารภัณฑ aut of tas; drs 'Associated provided to the red additional charges there are the second and haw when of but probut hoan it has near H⊍ແມະສູ່ນີ້ຂະດວ;ສິນຸດມີ ທີ່ ຫຼື ແລ້ວດີສີ່ນັ້ງ ຂະບັນຍ ant to another O to burnfi odd to coinigo odd af afdertemb to ynasocon ac yem as story that and done to some play with and You asked at much much which grade sociation to this show on evenes of his way have south temperate cleant up such or burn genes we should have such that the should have  $a_{ij}$  (a) and the such that  $a_{ij}$  (b)  $a_{ij}$ 

[ກຊ]

for the weapones of existing and/or threaafter examples in existing and/or threanegrelations as me usually included to ally instaing anders or working regulations; such explanations shall have full force and effect from and after the time of force and effect instained after the time of force and effect as provided in the Plyinger of the formes Association and shall thereafter to binding apart the powners of and property radical of theta, as if are not to build begin.

(1) The corplex a managed secondation, angles as, and (a), the heads consistent secondation and pay after explosively or an exclusion and to pay after explosive or enclosing and incidental to the conduct and carying on of the business descent for a secondation and the pay the explosive incident to ensure incident to these matters presented in this Article, and for such supervision of the Hamiltonian of the Hamiltonian of the Hamiltonian of the Articles of the Hende Association, so of the Art Jury, he accessary.

(m) The loss researchs of insilding pernets and/or other approach or disapprovals mode or issued by the itemes Association and to keep backs and exacts showing all charges, levies, and azar-should and, and to family credied capter of any record which the fourth of the out of any record which the fourth of the out may notherize to be furnished and from time to time, to issue contributes of complation and compliance severing respective percels of preparty with respect to which buildings, structures, sud/at other improvments or changes have been made as here to provided) and to make and collect charges therefore.

(a) To enforce liens and observes and to enforce the restrictions, conditions and equation of any time costs of for the beins  $\beta_1$  of facts in parents over which the flaves Assessment in any time cost which the flaves Assessment has furthering and to which only buts at any time cost be satisfied, and an pay with expension and colleges of the Arlance, and to pay the expenses in connection therewith, and such other expenses of the Art Jury as the Road of Directors and the Art Jury as the Road of Directors and the Art Jury with the conduction and the Art Jury with the conduction and shall are the expense of submarked by it.

(a) To pay the trace of consideration which way be level by any outlin authorsty upon purely used or set again for queres, parks or net tailor areas, and improvements descript, new or threadast.

operent, faile on an established in said property, or on such other open recreation spaces as shall be availatemed for the gen and benefic and not of the owners of late mcald property, and their successors in interest, and also an ansamental features, tools emutic, pumping planes, while systems, concourd y Gub house, sowers, and other unifcess and starts drames instablished in or open and property whether takes it as essent as a part of said property of sparately, and on any property of the Houses Association or which may be hold as true.

(p) To establish or make provision for the establishing of a Planning fleard, Park Sample Health Ligard, Library Bourd, Scocention Board, and/or any other board for the general welfars of the owners of sea, property or residents therean provided for in the By-laws of the Homes Association, and for three purposes to have authority to delegate to each brands such powers as the Humes Association may lawfully delopairs, and to make previous for the use by any such board and/or boards of such fands of the Baues Acocision as the Based of Directors of the Bornes Associathen may, from time to time, down advisabie.

(q) To exercise such powers of control, interpretation, construction, consent, dentision, determination, modification, anondment, cancellation, conditiont, and or enforcement of coversants, reservations, restrictions, liceo, and charges imposed upon sold property at are herein or may be vested in, delegated to, or assigned to the Homes Association and such duries with respect therein as are berein or may be assigned to and association and such duries avith respect therein as are berein or may be Association, including the enforcement of Stars and County laws and ordinances, as for as locally may be 2005.

(y) Te nominate to the proper poison or responsion and/or to make appointments of matching of the bot Jury.

(a) To receive, file, and passes of such exports as may, from time to thee, be made to just and to publish and distribute believes and reports.

(1) Generally, to dy any and all law's trings which may be advisable, posper, sufficient and/ar permitted to be done by Pole. Verdes Remos Association model or by where of this de lacation or of any receptories, conditions may/or constants.

F 21 ]



Main heretagonder og he fring a succession of boxesing sai finds to st double virugery of set to noticel year of er to here motion to an er an may be discutioned at any time as to encoded to bedram data null behaviour bus gradory bus holicalle sineravos bus energiano enoissister at facturou encie -izong out to sum this to find as for our ones so ing as 'aquiages', ya amis am To assett) this with the analysis is assetting. In shised we have as wellowed as a subeining of the Base of the Base of University of University and the fight of the first of the second or state and and a state of a sta μήτερά τορούς αξί τος το κτινικού επίομετος Τήτερά τορούς αξί τος το κτινικού επίομετος 25 YEAR ALEYSAULT LIGUE OF ADD ATTEMPT atoa Ro Bor yna wrotaan byn at 10 bwe (១៩០ ខែព្រៀលទី ១) ព្រះសាទនៅព្រះ សំពុក សាសាទ ខេត្ត សមមត សិស្សភា(១៩) (១៩-១៩) សេស្សសាទ (សាសាទ សមមត សិស្សភា(១៩))

contanograph biss of they measure and while to you ariszego zeów ob ylalnel (co) sureż arigani o gredness wi je sleszy zu roż havionym ruberogras a mór agaidt ffr hav theO to sond ear to agaid bias agt robau λακιόριος φαειρουτικό κήθει το ποιδούο Record to Asymptotic on Apodotal photosof to ber si? I alle to you worked of all of the real place for the real place of the real

 (asito laupin la) ระบบของ "รสุโทพ "อิส์อารีส "รเออบเล อาการสุโทพ" (อิส์อารีส (อิล์อารีส Towe intidou dura meloraxe of (w)

ua ytuken boʻlattava diane et semiti. Uq re therefore chargened events as about events when the properties of the solution of the sol stay on the order of summary optimity and the sub-ອງ ມີເ ໃຮ້ພໍຍືອກເຫຼີ 4.06 ອອດໄດ້ເ ດີງ ຊຶ່ງດີໄດ້ ດ້ຽວ rayann anno dan osrdos ar afé a na taop erreace que loter or tiplit out prisonte di aandekeaxa dig bux yae yékar di algit Duj ากใจกระว (อก แต่แนวกละค่างกะก่าวไป เร่น footwaham nadroit guied it leatagan deals son e the repair and labor retailer ed. e na nt at theorem of there was a publication to the troubles faw 's clubit to standard toble to struct sticks while starts to the to conference who to work of vitability that even Inde ministead accel will have a bonds ar verying the relevant of the เมือออด อา มาย กังหระเอลม แลกูฟ สอออาร นา HINE DATURE TO MERCH CARE OF EXCENDER aidilie od yste se yser is stilger to strem ynessen meelt ynn it as ine streme sit wedmeig of stitmer, nest of tsideriede io

with the test of the property of the diction over sitedla. erioi seed year es aleisillo regrae embjo

terrates and Britatol prisequeries surplice on sub heater api mey base and on meanine and year i and when a more and the second when locolos est unugeris, paris, paris no gui train relation to contract, soorth areador had

usaharahi aganda ahlarwatar s nang ng has to moos yan tanàna ang sa pup '100,522 "Deat '20] same of (x)

61.70 epoint outer to second estimation for a second seco within the top size to the  $(\gamma)$ 

ре สงี่สุเรียง (กับ กระ เวลเดเซ' กา ปฏะแพระ rum forf court redio to quidennes returnes due to entrop etra and etti mari benjieh property or peritons thereof that can be blee out or animosel tasksway set whereas na steadiarbit as confinencyano poleiodos bias rid daiw stateshes of motificers a some H ะกุ่ม ๆไปดาร Iliw ขอ ,ไว้คะใส่สุทาญที่ คตั้ 60 คยู่รู cline as soon as of arow could you tot to Riverload plas in molitical railly in shired stored off noor show all to politic a sol chordenings add of fanders grouped biss to erauwe ant to ited of here act leadinghat un estisang saan, antisa satisang or olier un estisang on yan antisa an antisang sa satisang sa satisang satis гом яксалорайн цоле руусс од (т)

when the said pression above

bind date sot size and south link reprote here hered V sidely in bandob as one as Acceler's provide wood and in proper in pog ри чалими проба Кинскули руск суnas vile a la la proportanta di barridagi ner ni bur dressi obrobati ni barridagi he rolling containants ferrerad to reductionar Solorenti, strongenti dita in aunitum ila Solorenti ta bolaritus e golitari di soloren Titoli, aslegua (solorenti anteriaritari di solorenti) aniver a line concentration of the second of the second se of and properly may as any this within true of su paces we would acharate bacage the of law of alterniae, any scenario of the law the second of the secon corporation stadl for dissolved by operation Eracted into said corporation or it suid eave, fail to meet and curry on or puctorial Pails to Ac .CLANDOSSY W serve from the subscript of the moment of the server from the server of the server o

[ 22 ]

and resource may short by dog only yong a Bueid of these traspess and provide log appointment of successive in the event of a common arbang for any cause, which leased thall their spoor and shortenfors conve and not in her and instead of, and with all the rights, powers and donnes provided in this Dealaration for the Herris Asso In the overal sold brand is so cialitai. slepted, then whenever in this Declaration the filomes Association is referred to, said hourd of three trastees shall be substituted therefor, with the same loose and offent as if money here is whether in our speake saily calculated on each case.

### AB RÚLE 19

## ART JOBY

A 10:04/244-02 SHOULD KND CARDAN

Section 1. No part of the said property unifor all any property to any true within Spannessions, for providestantial the Art Jory of Palas Verifies Elemony Accordation which he pub-Paramise doubled, and out or improved by struct work, haddings, structures, hadroning or planting, or its physical monotones out interaltered or changed, or any premises mainextinual except with the approximation the Approximation of the Approximate to a sufficient and reasonably high standard of oritin result and attractiveness, is experier and physical Reprinance of said property and improvements; pravided, the this shell not be downed to apply to any original layout, subdivision and hundscaping of the said property for Communesth Trust Company by Olmgrad Brathers, Landsonge Architerty, of Brockline, Massachuseus, the Art Jury shall not have any jurishiethen or power of approval other than to usike suggestions apleas specifically requested to do so by Commonwealth Trast Company; and prowhich also that as the and of ninety days after submission by Commonwealth Trust Company to the Stit Day of a subdivision map of a my proposed declaration of additional restrictions serving any poe-tion of the said projecty, legal title to strich is field by Communworlth Trans Company, the and hep-or confactation shall the formed to have to a pover full and that approved by the Ave bury, reports 1 - and any normalized thin the letterion.

a com 2. No habitupi la su will,

sing per glasselling administer igning under

ALC: NO REAL Alternative and the second second

Homes Association (awnept as provided in Section 1 hereof) unless plans and openifiautions therefor, meinting the exterior color scheme, together with a block plan indicating location, shall have been subtratted to, approved is writing by the Art Jury and a copy of each pleas, sporthrations and librar plans as finally approved deposited for permanent reams! with the Act Jusy. Ne algoration shell be usade in the exterior point or design of page street ture enjoys written supercyal of each alterathe shiption been abtained from the Art Jury. No sign of any blind or for any lose shall be medled, posted, pictual, painted or aisplayed agon manhousing property and c the periodiction of the Art Jory without the written opproval of the Art Jury.

to allower any portion of solid property or of how property at any time waitin the junis-

diction of the Art Jury or of Palos Verdes

Section 3. No work of art founted or to Altractic OF be located upon said property or any part Worksett Authorized shall become the property of Commonorealth Trast Company, Paris Veoles through Association, or of any one positions organization or public or semi-public based which may solved or be sub-timed in any of them, whether acquired by pur-thems, gift, or otherwise, unless such work al art or a design of the come, textber with a statement showing the proposed location of such work of an, shall first have been submitted to owl approved in writing by the Art Jury; not shall any work of art must so approved be contracted for, erected, placed its or upon, or allowed to extend over or under any street, avonue, square, park, represtion ground, school, public foildings, or other public or send public property over which the Art Jury ing forisdiction. The Art Jury may, ween it domas proper, also require a multel of any properties work of wet, or a neep, drawing or profile of may proposed site should on The term "Work of Art." we used in this section, shall apply to zoel instead all paintings, mural demostions, stained place, struars, hasneliefa, teldets, acut (0.167), control of a foundation, and explored gateways, an odare structures of a perinternet a backager, interneted, for a transmit er rougeenwahten. Na vora doort over logict the Art buy conjuting the solution -ball and of writers the second for a range 4 de 700 bas

1.15

÷

10

1.23 ()

an and the start with some so the start of the start of the start of the start some second of the start some so And Weaks to the start solves of the start of the

composed of une combor evidence, instand ACHSICAL WEST

applated as the solution of th actives sub to (1) depression in environment ad: aldie-on au ginean ea lifilith enoiteod deep but refigur in asser lie pi lieds assi studinart se for of paritury inemghol set us inducated, to sorie off at the tot is how to inducated, to sorie off at the tot is busine indicated to an and the solid set of sitositadi o unsend due tujotide pre submitant Combenia យ៉ារំ រណ៍លេខ ឈម «ហាត្រូវ ហែត Combentine ត្រង់ទេ Commenseign រូបគេ wen of fish field norser you not you fish the second states of the second secon ante II quill the brus lo scoolarsone su tou of propinal memory of it and an included the propinal feilin the ministry of how monitorial source ear of share and an and the state of a second and a second and a second and a second and a second se

composite to ten 30 draw. there as executing and evid or rosivole area to us show increases and them you're and 31A old somteni slore si ,bas (normed) yei אנגיוניותותים ממון הא קומיימון איניים איניים איניים איניים איניים איניי "" o wrow done bel notified and were of and adai flath unw er flary, er whu dual iske with or othermise of any black period the to show a studie to execute a more of what and the will be meaned any (i)

simple bolifoon, sa spears insiture that is (1) dryspang in babivory successful eracterson interpreted or Confidences and the second sec rear allevanced by Creation reduces eargo so top its converse as "Amp" my and to obtille an incomparial periods, and your to tradically and particle to tertile to addinate the addinate to the second of the second to the se ratis as morth agained at mill of hosesoft shown done in tujonan may read black solice fit instances Association, by notice issed with it transmissing to toword bins ratement for univer their over his of the -ys of yourpard level (demonstrated as the eengold och in insistering och och and in sollsonliten ungin ein "2001 "F ylat all moraisioseen exe eff to income account of the second new sites and the second of the with  $O_{\rm eff}(\phi) = O_{\rm eff}(\phi)$  and  $O_{\rm eff}(\phi) = O_{\rm eff}(\phi)$  being there is a subscription of the subscription of office and party may remain a subscription of office and

of position of road an embrand to solar rooke lieus hun taobicorf-soly bus surfaces a second and most their Bals yiel for all fe suchmary affin (6).

1 VZ ]

ow in this cash much he get a central sporand tails many off of a molections was use spire is a compare to prime successive them lleda yoogaata (and) - វៅដែលសម្តុះ (ទោកទៀ why he remains an interaction of a second g reduction retries while while we is mitting which we have a second of the second succeptionen dens coince of the fight polytic ever weitedaries i 28 perioana a charach hadding purchashing on adding a wear shown of ampt will be notione becaused and all Beile dalah semana a fili se resemplera us phases upon stark with to solve any greation. Furth different reaction, in Sources, are of finds succession that for a score noted to and any second and to not hear end reliews suwaital as como for an to the yd proodu llisia milensial choose dwy tor evide consists little fit of little yran apprinted by Community Trust Com-VRU Pick and in amplaisa sis and (S) neitsiouszh zoundl eif he anosoni(1 he. 

fell a ment ynsgined ianef difaewnomonol And one monthly of California, Soullism Branch.

trill sel lo beroll guinned sel en beren

then a part of three paragraph and -muD tearly discontantical yel bolicings Board of Concentric Of the American Fail for

out yd betrainnan eranaelt yna eacht ta ael

s more measure of answer line vergence.)

120/T this with an Continued in Thurse and the 20/15 а од Цала подгат эло населицат. То блеожполатод уд Болал гасства (41.) етисоо уонелем в 35 бло уодитод зарад етисоо уонелем в 35 бло уодитод зарад

with yel housefung, with out out to agi-dish manifung, and generating to beauti-ulating managed with to renged, without alating managed.

constraint in homenet and in the party r mong positions on monthe gaps send

and heal oblevery much starts of all

вной чал у редер Яноныя Армянов и наче

a) has generated to contract marine at

untrational and only created measured is terress cosseed in the cost of the first of the desired of the solution of the desired of the desired of the solution of the desired o

light word move is guarded) that if there an communication freed comparing and of

ad lieds you it's sill it? it watton?

sebinission of all matters within their infishieren llos montes shall constitute is quaring and shull have full preven in set as the Art Jury during the period. of any econney or vacancies in the mera-bership thereof. The Art Jury shall design rate and approat a light company to est as its Treasures and to act as Trustee of In some of the Art Jury. The same of such Trassurer and or the Societary shall he determinenties flatness Association

you if he say recease Commenwealth pear through in the recordent of the Hames Cosmittion after the regist of the point near shall have been construct to har, shall fail, for energy (96), days after pla taxing on the Art Jury, in approximation as provided lively, in approximation as they president of the Art Jury chall there and thereafter have site power to appoint the complex to f.P. the sand valuency, privided such approximents shall, in all cases, fulfill in confider and qualifeations is verify as possible the provi-sions of prograph 151 of this vertice as te permanship.

ASYJERY Multipleses et

ţ

Succion 6. Any functs available thornton may be used by the Art Jury to pay its and FURDS members for time in attendance at mostinge, and other expenses which in its judgment are incidental to cattying out the purposes for which it is established, to enforce its decisions and rulings and/or to promote art education and computity mubellishment. The Art Jury may accept bequests and donations cl, and through its trustee take and hold, title to real and/ or personal property and shall have power to administer, disharao and/or dispose of the same and/or to car the income and/ or proceeds therein in for the purposes for witch is as established.

A 201305 ARE

Section 7. C. S. The Secretary of the SLOSIS AN Day Sol kup months of each op the end, inclusion california of authors reliable up of the Arc huy and twish certified course thereof on employing a constant the conjugation of press to conjugation, and the All huly easy make a magnetally sounds il nedar. Sud seconds shall be upon to the public.

> (2) The Art forg subgrowtherite the Secretary filenced to issue a contribute st demphation and compliance as to may group arry is inspected rail to rial - and collicit is reasonable charge three as

## ARTICLE IV

### 20 rinke

Section 1 The protective restrictions in Definitions this should shall be known as "Building Zone Restrictions"; and for the purposes hereof the following explanations and definitions of words, tomas, and phrases shall govern unless the enderst there f absorby inducates a different anatomy:

Which used in the present team (n)monide the inture; the singular includes the plural, and the plural induser the singular, the word "fat" includes the word "plot" and the word "backding" includes the word "structure."

(b) An "Apartment House" is a 1034. ing containing three on more sources single family dwallings using a commenpression of stationay and a common of transmost of the ground floor.

(c) An "Attic" is a story under a corping roof at the tay of a building, of which the top of the plate or wall carrying the main roof refters is not more than two feat shave the foor of such aftin

(d) The term "Back to back' applies to lote or portions of lots when the same Are on opposite sides of the same part of a tear line common to both and the opposite street lines on which the lats front are perelici to ench other or make so angle with each other al not over forty five degrees.

(a) A "Building site" shull be taken to be a lot (exclusive of streets, open rectestion areas, and lands excepted, reserved, segregated or tokined in succedanne with the restructions, conditions and covenants affecting same, shown on any map of peronels.

(a) Of any original subdivision of said used subject to the jurisdiction of the Heara Association

(1), (if any re-submivision of any plans or paradis of said hand which on schelivision is approved by the Houses Association and is perceipted by the castrictions, applicable thereto and discours allowed to be used as a building start a:

 (a) Of any subdivision or resolution district and part which benefits becounty subject to the jurisdiction of the Former Association by vubie of costribtions conditions, sevenants, and/or con-

j 25 j



dequied in provide sometypess of bookset substant substant to the set of the substant of the books of of an independence, to

thurns done to dolarw stated and done and dual and "Truce read" as also broke Авиа архилов и рит "такор роль ро-дар (м. бр tool and down by second and "many rene" ne otai busiko yan galikhad all eo asta -we is like those threat dong we grittinds thurs are window in wome or sparts doldw up Apiblood out of Cole Mawed and to will real ever deviation and and tou tuing a murs gate all or bursenselocu but appoint that they were "anno production as the subsection of the second sec "house tome" an a golla рикор Кламу from a the loc, or by a street or a judded licent york, a rear or sola yand, or by the states and domes A cardidation of the states of a state of the states of where on the two a weat reads models hermonea acto an er avant, A. (1)

ufavoi dato vel forminioreza ad flads relating to level brunch spectra uld justice does not edition the wreat the ra harlaifeatas much and noit wels out on area open the treat of the building where with the first of the Wieter Wieter with the first of the treater of the treatero of the treater of the treatero of the treater of the treater o and to favol means show a subset, used than whence where to were set privitations have Begennical to esodiend any sor read give ເປັນ. ທີ່ມີການ ເອີ້ອງເຮັດ ເພື່ອຍາງ ເຊັ່ນ ແລະ ເຊັ່ນ ເ on the street of graves within it such as the street with the more on the street with the street of drar edd by jovel meen out at lovel drar. with the providence is on a contraction, that in from of purion of the building. char off by fevel mana off at guilding a to mirrosi yna to majed sill goimesom to sengrap off to "iversi dues" aff. (g).

withing ad' lo reed hear areaster act of and the near side ment ealigns infinite to factorions ad there "may many up have " and " (a)

real (1996) baruseesti juosioti ped avil nadi eest toe si aedie yne le notitaat yne noti vefanositei Ind. one of "griddland bolanesh"  $\Lambda = (i)$ 

 websfed sings than white he was so so and pay white com everygas of growing but need drawn and to to reduce so do cos valorite niversit enormalies (formed algane providige erom to exp Driver appoint vs. pell, V (3)

r (sairda to stawny guilipozzali gnibiliwi sub bu rieg ada er gaistinut a to "station" and " (u) dan entrand hernasam emerada isotinev mentani ant la lour ent lo qui est at leuri

permission (families is turn to first dout to level served all uroi ang grad hang loan loan grad or a cruit.

Backowb With Ri algues doen on hered hour brouged and ap sonstine physics sterries a gained average same for, whether delanded or in same មញ្ហ ១៩ ដ៏សម្រុងសម្រ វិជ្រឈារ ទាំងីសេទ ទះពាល រំល សុស្ស ស្រុង ខេត្ត *រដោម រទោប∏្*¥ (អ)

method econtain mean addined bears to adfinite model manythed polynomial is manipul og repeted to any three of particles to evire all sources are survive and an evire state of a source of a and he leaved out at form the transfer hing a to "ar meremit tams" and fait

the cod opening on a street of a that judfirst of each court from the could proposite 

## dated those of

C of neo-burnt. s to see the state of the tide of the second state of the second religious providence in soil gradouod sell of es andre sel year soul vande natur das es int soul sa loor soul vande soul sa interester at tests meet dgue off asset to a K - seen nee the the spin-build of respect of the and triari eds indo babiyooq moril arb ad the even of a contract lock without little service way since it doling loads toolis out on guiceb not to bol to sail yrebau af af a bu a lo "and" up "and interface and " dame afform a berusab be leads efficient in the straid no.D no strest alley, court of open space less program prior that the prior of a second stream of the second sec duy ye esbis ewo no behapod to is si "to, tension the sect lines of the lot. A "const າແລວ ອີຊີ ພະຈະພະເຮັງ ຄວາມຮອວໝີ ໃສແຊີ ແສລະ ຮາງ of 15 and to only assess and any environmeth າເລະຫຼາມ ຮູ້ໄວໂດ ໂດ ໄດ້ເຊັ່ງ "ອາຊີ" ແລະການບ ອະດີຢູ່ໃດ ເຮັດແຕ່ມີສະຫຼາຍ ແຕ່ເຮັດແຕ່ມີ ແຕ່ -ເມື່ອງເຫັດເບິ່ງເປັ່ງຊີ່ເຫັດເຫັນເປັນ ເປັນເປັນເປັນເປັນເປັນເປັນເປັນເປັນ bille auf universite auf under beite auf beite b -burd burd to every the st "top" A = (q)

ં પર [

ing A "mainpart protog" is a bala ing doctrine, it must fee flyes, approximite chemistics, house conversion any second say and dar a single breaty doublespe

(i) A "real paral" is an open, modelly of space we the case for with and remay due by helded a bridding, and whenever reprind shall once of the full width of the in t

(15) A "single family discline" is a dwelling for one langing along, having but can bride a mid within which not mitte this fast of prises any he how a for the as our time, previded that successful quarters nev by heilt and quintained in shares this three with for the use and occuconcy of convents or quests of said family, and that only quarters may be ball) and paint had as a part of the main building s with the written approval of Palos Verder theorem Visions Automation and the Art tory to a report, denoted mousesy terifying to buildings on the same lot, preeithed said successary haddlings he was st any time verted or let to parsons outside the said frighty had then they be montplied and used only by per any why are employed by on and the general of said lamity . One chemiles by Astronaut No. 34

(c) A "prace" is that provide of a build. ing included between the surface of 6-y flour and the Swished colling shows it.

(a) A "great wall" of a building at any power is the walt of thes peet of the hadding marriest to the street line.

(v) The "width of the street" is the tions dimense between the sides from property line to property line thereof within a block. Where a streat burders a public place, or public park, the width of the strict is the mean width of such street plus the width measured at right rughes to ine arrest the of such public place or ...ublic pres-

(w) The word fore process the pay CLASSES OF more for which the building is designed, Ess Dersons arranged of constained or for which it is an any successful or main birsh

Section 2. The following sturned plan of survey or discussions beeby adopted. for each property at there are bridge or alded of and d finds for each property reprint bases or more intents which shall in You you be

londerer bladet og

Cleve A., Small, Ferrely Dytestings

Class D. (Brits: Courts: Fists and Erwellings

Dess CA Aparmicate and other kinds ar dredbogs

Class C-2-- Symplex Class C-1 until 1950, afterward Class D.

Class C.3 - Same tr = (Dess C-1, 100 € 1930. attenand Class II.

Residence and Cublic Use Disolate of a

Class D. Retail Isustances, offices and dwellings.

Case So Business, there and dwellinge.

Class F- Pollic and semigravity uses.

Class G--Raligious edificies

Gass E. General business, galages and dweitings.

Class J-Wholessle and a marine basi D.6.8.5.

Class X-offespite's and Institutions

The districts of state blane and d carb thereof new hereby established for sold propicity with location, extent and bound arise thereof as may be defined and estabballed in supplemental and additional tostructures hereafter filled of record by Communwealth Trust Company with said County Recarder, provided ther forther and/or different classes of new districts may be established and defined by Com-monwealth True (Company in mid supplemental and additional restrictions. Any references to said property or any part theread in any deplacetion of restrictions or in 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 preparty, underst referring sparifically to some obser destaration, shall be constitued as referring in the district of the class defined in this declaration or amendment thereal.

No huilding or preactes or any perting or said property shall be used or scrupture oregied to be used for any purgoes, close toan a use promitted in the use district of the data prochash work and data or premises of tropesty is boated.

Section 3. In Residuate Dist 1 to 65 Clease A no indicing, sharpare, or provi no shali be seated, anothered, altree or manufactures which shall be used of the sign dist intended to be used for any the product, so that flust of one driached him to Do thatNix feedly dwelling on any holdest com-

Try quarkets Costaceta tor Clusse A Froma, Passiet #7.

[ 27 ]

or state, with the exception of these uses to property specifically prohibits for previous to property specification.

agion couche feel grad so worse to normalize an In Decension of the Figure 10 to evenagenda er andt een op "Forenbrit jehene you not better on them by he had been as (h) is an Example a full for used or loss fullential of Classes D, E, F, G, H or I, no fullential of Classes D, E, F, G, H or I, no

pulse reaction source the proof of the en as la Russiel colare. Addes augorat to the progradurant acceleration that for turning users an Appendic to group, or prod 30 a woon (motota gpublical slicer (gentual parties had no contract quark and next three or had mel (azaodizas a ydania) (seiturlaaa sined to relative to thereas, toldate gravit parts, seero papero e cafe donage or ballap duction of generates, effait, dead cained or trained for the second states of the second stat how with an earlier that include to bringed то алып лісту то улий родитов то очликом. (Імператов) сийме то горій (зерейности) strate reaction in expert any terms of a ຳແນນອາຍຸດາວ ອາຍຸສາວສັບແບບເຈົ້າສາໃນ (sex go relation of ever live lumified cubic level 6 สนุด หรือกราย สนับสุป เวลียวอาสาร สนตรณ์ musm (guivost ta gaiteratmolit) ang 17(10) toeograph addantastration put also put inere then ex anotor vehicles, other then a salweaner where motor vehicles are legitor อรินายมี (Lipenor ) ไม้เอนอร์ร นูลดู (ain) ւթացառյոն՝ (ապ ծայան է քանչչան տորոնի։ որողում շակել այցութի հետուց է առով ու բույա։ գծորա նատու հետուց էու creanserves capitoying ever five persons, could solve bersons; thurs initiation matauritants (hous tao) fonden beischen gestellten fonden um fonderen noten beischlan (gestellten fonderen eine gestellten beischlanderen beischlanderen beischlanderen beischlanderen nques (vienes) (astreads to allura (feabrigh sideal to anear; lo morniture tol gmblind tegrinds to simplifyment ettop ming to slift ploine protoni and an elital sociation, to purchased ind presseling multiplication and standing and thing of hereeping the second states our trunces of a carbonity of two (?) cubic seen above these bouldary second and yo gaigesen (guidel to enabeliating lightgra plant automanes fairs near proceeding autombulant dumment (ablow high state and estimute A start of the second of account of the second of the seco (1) Muthansas probables in Chers I)

> Әсц (амы plane) stanie a nobien seneri gizanoù period ambread that mutually house owe pase other then that all a house court, and the rol been of the behavior in heading a second strain, second a the rol behavior in heading at the rol of the second secon segment of analytical galification  $f(z_{23})$  ( $z_{23}$ ) ( $z_{23$ to storated southeast of a approach ចកព្រះព្រះនងខ្ល

> sparflew high material and but Anitherb Wines and publicarly derived and remained to reason pailshow ារលោកលោក ប៉ុណ្ណែ ដំណើងសម្ភាស់ស្ថារសារ ដែលសាន Sourcases subject describe to store a guisticate, private 20 SONES aled jastical monotoning on order online story #287TO 0.44 and the enj pres of or provident to public SAMAGENTAY so no heat of llade douby remaining at to the intervention of the set of to stripted consideral of P series? Charactering on another series and of a series of series of the series of the

monthal 6 second of bedail າຈະມີດແມ (ຈະເປັດຈາກດີກດາ, ແລະມີດອີ ຈະ ສະມະດາ ຫຼາຍກາ, become ກີ່ຈະເປັນເຂດ ອີກປູ Public ໄອຄ ມີດອາຊາ 2, ປີເຊຍາຍີ່, ຂະ ຢູ່ດາງນອດ ແມ່ນ ບາຍເພາ--ident (2) hurd strong scorts treat the own behavior (1-1) esset is the source of the behavior (1-1) esset is the source of the behavior (1-1) esset (1-1) esset is the state of the source of the source of the listic 2-1) esset (1-1) esset is the listic 2-1) esset (1-1) esset is the source of the source of the source of the listic 2-1) esset (1-1) esset (1-1) esset is the listic 2-1) esset (1-1) e  $(\mathbf{I}_{\mathcal{S}^{n, N}} \oplus \mathbf{O})$ and the rol heat of at habitator to barge so no beau of field double benistance of heastly potentization posterio of 11.42 easimore the products theiblind on 2.5 and 9 to etointeid completed in to rounost

Journal 27 and read n badelilates pro locato or jij gadji je the mean of the second of the second of the second second second second the second sec (a) IIz (R.2. I constant with the contract of the contract of the second state of t halt bobivers: (1.) each to survey some -isals in pagabase event while term and the gue and how out of beforeaut to benefite the sources? to been of Linfa doute heatingting to betalfor , field managed, managemented, alleged onorg to erationale Safabilud on 8.3 asaf.) to arothetic secondend of A routes?

[ 52 ] onod pelan pelan. He no gradila ila persed og 1. Bellom anny gyter av de ser et il provid se and a second first a first and the second se M. A. Secondino for the relation of an ending proble generated function and the relation of the second proble generated functions of the relation of the second proble generated functions of the relation of the second feature is assuint in the section couple of the couple how reflect for house in the part of the p Bulo flointe bannennen to brastie defende and hadrens of Bulk wainers, wante all, sequential jack alin'i line somiand al (r) ta maryal, sous suit, gedning on 65 sous in annaturi tell ta solume.

> 1.081.01572 STRATCHE26] UNY SOYING

~

DRAWSSON A 16001 000013 [1] \$5.389.58 213 - 670D JA \$1200033100 моклогозуј

 $\beta \sin(0)$ 0.6X WILL BY 10261 (1558) 1-1159793()  $-(\xi_{1}^{*}(\xi_{1}))^{-48} \otimes (\xi_{2}^{*}(\xi_{1}))^{-10})$ 51013151(7 Restriction

at0∀UAJ

manufactorial starage, petroleyer table (sy or corage; placing mil), so wash end den fartmigt glebbe af terkraus, sousege of vineger annulles une provier (actor); printing ick matularticle, indraad fragid yard, naar tagir, freedor jept og skod shoes a contribution cashally or skin stor. nee, enring as meaning; repair shop for motor velocies; citing condeny; rolling mili; strap isse works or storage; fullet in the skating rink; added manufacture inches and the grand trading, dust betting or realising station; say well; public sched); lice botto; shoul matal works; silk or mates mill; sheddy manufacture of wood spearing; claughtering of arithads of fowls; studing; soup manufacture; stable for more than one animal; studio, (Success or destrice manufarture; stone or mornioent works, stone crusher or quarty; crushed stone yard or bunker; stenoware to earthmoware fortuny; anddle lautary; stock yaid; storage work heating warehouse for storage of bottom head goods; mean refining; subplum-us, supposed, office or hydracidatic and manplacture, below, presso in last manufasturing or mining; (poper); an distillathen be manufactured for showing or the water proofing manuscription: theatis; ouderahing parlar; etteristary hendral; wholesale husiness; wool on boy; wool you'de on any plant, works or factory where privat is used to operate any and plant, works or factory, except that this chalf on probibit any matchine sportsted by two homepenies or bess, and except as provided is paragraph (d) of this section.

(3) In any Engineers of Public Use District of Class D. to building of prepists that as used of he weeted is he used for any kind of prancial turing except that any kind of manufacturing of patients of least products, not included within the prohibition of perception (b) of this size tion, may be errored one provided not more that sweety are productly then your store a of the graded how course or of the tand dote spane of the bei day, is so used tions presiding of a transpaper of a priority, shap shell not be declared material tarange

Section of the Doctory and Soldie Use

in the second se LICENSESS ARE in grammer didl have bard to instructed or Frenciets Of manufactory which doubt to used at the GLASS E.

÷

Forwards. as a Division of States

ŧ

Business or Subble Use Districts of Class D, or a theatre, moving picture theatre or divice hall.

Smither IP. In Enginess and Public Use, http://www. Pierrices of Class F, on furthing, students, POADER 77. or premises shall be elected, instructed. Discovers of altered or maintained, which shall be used. Given F or designed or intended to be used for any purpose other than that of a public or private exhand, physicanal, park, astophere Uses or divisible loading field or accessors antadrome or repair ship, public art gallery. neusenne, library, finchesses, successy, or graenhouse or other public or somi-public building, or a single tanaly dwelling.

Section 11. In Business and Public Upp. Districts of Class G. to building, structure or premises shall be erected, constructed, altered, or essintained which shall be used or designed or intended to be used for any purpose other than then of a cluster, tr ligious edifice, parish house, or a single family dwelling.

Section 12. In Business and Public lise Districts of Class &, nu building, structure re provises shall be exceed, constructed, ditered, or metabolized which shall be used or designed or intended to be used for any prepays when than that presented in Rest denne Districts of Classes A. B. m. C.), of in Hustanas and Public Live Districts of Classes D, E, F and G beyond, and first of an endertaking parior, gavage for more than six moto votinkes, satomobile repair shop, gaadine er eil enpoly station, dyshig or dry cleaning establishment or plumbme shop.

Section 13. In Dusiness and Public Use-Districts of Class J no building, structure or premises shall be needed, constructed, Discours or altered or mainteined which shall be used or designed ar intended to be used for may purpose other claim that of bitsioess primitted in Pasiness and Public Use Districts of Class II iterated and that of a blackanith short building material yard, carbarat read yards exerning) lood of feel husbeen boundard furniture wire totan. burber wind; milk bottlere ut dist illusting station; taiload freight down, york totail that or treight child; riding automatic rother of the skaling rinks stable for more than the horse; watchouse for any busi-tures primited in Gess I Districts; while sale fusiness of which provided that the caproval of the James Association therets and the issuence by d of a tempor-

Phanto etc. Several models

BUSINESS AND Pointe Dou-Owner the dy Canss G-++ RELATES

EDurters:

BUSINESS AND Strain, e Marc Discricts on CLASS II. Graduat BUSINESS, GARAGES AND OWELLINGS

BOR(8255 AND Pupping Hsc. CLASS J ... Wite less the abis

MANNEAL RESTRICT

(a,b,b,b,c) is the second state of the second se 29-1



ary, revolutie permit therefor, may permit temporary alaming mills; and provided further that in Rasifiers and Fubile Use Districts of Class 3 on building or strugthre or any para thereal shall be datapaned. succeed, after it to preferralized for any single er gultade dwelling, storping of human enhitation purposes except that is conarction with any worklining or business logitation one single family dwelling quarters for one water only configure on said building may be used by inter and but foundly bely.

Section 14. In Business and Public Use Hugger (1988-1985) Fusicion of Class S, no building, sconture PORIAC USE. or promises shall be created, constructed, DISTRUCTS OF CLARK Rev Exectations.

ť

la an an the th high second

attered, or instituted which shall be used or designed or introduct to be used for HOSPITAL SAND any purpose other man that of a public or private bospital, sensuarions (except an suchly here for the care or cure of persome afficied with tuberculouis or for the some, carse or restraint of the montably impaired or of victors of drink or drugs, which are probibited by Arnels I hereod), clinic, day messey, or charitable instituthat or a use permitted in a Revidence Distries of Classes A, B, et G-L

Accession Service (S. Nathing contained herein Burthman, shall prevent the usual accessories to uses Discretist which are permitted by the provisions here-Deprots in of, sorth as the use by a physician, mirgern, Ownerships first, doming, or other person practicing the art ad healing, amist or musician of his or her residence as an office or studie. Custom uty outheridings of bridges may be located or maintained as assessery to cay building lewfully within the Lonadation of any distion herein specified. The term access svry shall not include a lashness ner shall is include any booking or use out on the carts to with the building or use to which is is servicely. A private garage for more than six answer whiches shall not be desmod abbenoity of a Use Distributed Classes  $A_{\rm s}$  B, C.1, C.2, C.8, F, G, et K, except with the approval of the Durant Association,

Section 16, 561 Accessory Italidings about Accurate include and possifi the building of a gift some gauge for such classing lingle fatoly ewelfine, and fm with apartment of any applicate dwalling on the lass for La the educing of the section with the of, provided has the solution parameter to any completeness. throad at not throady flutuished. The anandor by Astendered No. 34

 (b) Facept as the wise provided in Galille results on applicable theorie hird

of record with said County Recorder by Commonwealth Trast Company, storessly buildings in Residence Distrints of Classes A, B, C-1, C-2, C-3, P, G and K shall conform to the following regulations as 10their location upon the lot, provider, however that where the slope of the lot is greater than one foot rise in six first of char, a private parage may, web declarproval of the flumes Association, by built nearer to the street.

 In the case of an interior lot froming upon only one street, no accessory building shall be created or altered on as to specoech upon that had of the lot depth matest the street

2. In the case of an interior let front ing upon two or tome streets, to access sory building shall be record or allored to druce redin upon kither louring of the lot depth neurost such streets.

3. In the case of a contex lot freming uron two serones, on accessory building shall be created or altered so as to co croarin apon the area between such respective streets and lines draws parallel to such streets propriety in a matter to divide the lot into two equal areas.

4. In the case of a corner for boosting agen three or more streets, he accessivy huilding shall be monted or altered so as to encroach upon any fourth of the lot depth nearest such streams

5. No accessory building shall be located within ten fact of its cost or title lat line when such line torses part of the trassi half of the side line of an adjourned intrains int, or the louit quarter of an adjagent lot whother the lotter by an inpajor se corner lot.

 Notwichstanding any regeneration in this section, the foregoing value shall net prohible an accessory building where printing by this duration mounty-Sys. (75) left on more from the arrest branding the block

7. The limitations imposed by this section upon the boation of our accessory building shall be walked when the series eary building is incorporated as an integral part of real enclosed by the some enclosing walls on the building to which in is appreciately.

(c) So gatage for more than the action of Pressure whether or these to consert half in the forces were established in any disc District as as to Theatress St have a species matching of cost for our Los Schröding automodeles open any circle within 200 Repriseds F

Resolutions 8

1 36 ]

ered 20 molecel in Section 25 leaves (test (0b) yound many more now pills booking a benichniem to beleft, (bologitadue (bolosia

thur an SX are table to be bit mog en igenee geel (25) weren een geme ation and residue seculi to execute ni solytiqu  $r_{1200M}$  and  $r_{1}$  is a 2 from I with Distribution of  $r_{100M}$  (1995),  $r_{10M}$  (1995),  $r_{10M}$ 

It she flictured in the detection of the flicture of the second second of the second s ong & punymend og kans kons prominispe the mention test the air safe foot and unit repeats as in soil in open sits and w ber releizers somet of the production for a second to the second se you must bolow at pring the bire started supervised exclosed bus system in solidates series -strong of Yights 1986 (2015 Journe 030); -strong (2013) off (2015 Journe 030); 0.14451.7 where Lange Association and a second second

tel tell tremborory pi byžnense دا جيءِ الماضي مدا وريه (روز). وحد - الانه Mane reunicasi e besca i tose dula vita ment pres persons for me automotion to the checking in the overall material babierory been proof example openant in particular polioil to save at tweets, (d), nearly not secondovel visa to caroo flace kaot escow to remaining rower that we rall behiven and such more as supported restance to the conduction of the second heat of halmetal to barraisely so been provided that so rower of suy both on the following found that so receipt as the superior of t here present memorance have to survive predutrail arous no suspen gradopte sub been ad or habiotic to considerly as been errout drive hurthunder of britche holessence follows on tail h-bivery theread at states and ad flads senod states and the lo tened արում քներում դերություն է որ հետու հուտ քնում քներում քներում դերություն երերությունները է հերկառաց ed yurl, inA ado bate moitstauean ascuell and report solual saled in lawages of dise year and 34.00% ditral and lo they sized of its bettery set of second for and awab shew titre ni boxolo solous terow to 0.43 anwall, same of shorted with solutions for resord (d)

that out we gott blue no fear on signifulant ing salada ango nago pan sukan benak Granding for associations and a

sustantes) -To we will provide the printing. wony contary.

[ 12 ]

such they merid have a strength market market vitigis inc. flucies, nerwood is included in the second se ले हम्मी के फ़िक्सी करी करियने के हुआ के आग tend is re strand should be on their parts not where a subject to the other strength a more pixe to be apprending and 10 1655

of the ended adjust it would arrive when Yound are work derived spinsted and the states of a second spin spinsted and spinsted sp Is alloched the state of a strend how group ensured initial provisional and and Williams-283.

68.94

a shekara

þ

asity I ngadi yake ba atautiki siyish yesik d स्थानसम्बद्धाः स्थलम् । स्थलम् स्थलम् इत्यान् ।

exected whit of browning sould sate in this wile add of guitzation as fearnstained of there remotolisters hybropole entre source es vilser ditange pointales sector tritiselo idgine he easts you no ministe yne midniw guitel er Attactud pres to sub stresses finds could rectional years) his, this brond heberly but fighes deserved anototation rading Yesh demond at instruct there an Buibline sociocred bits double at recently registi sui ut bebiwar, dienoi andituloger ed. the thurshop of theirs benis, done of heroide potrouterus potrous el flade lo -Darket tool for m assumption for Supplicing OM al year atomotic ideo of lo succession in the statistic state of the second state of t the whose reduces to it forgoing a shore a sound south-over listering the faterout se que a passiplicad hua parte antisad se control provincial hua parte antisad drive periodi for fromble restrict or soil or

Bound Standard at 13 mapping 11 a was have done way proved ships where here ي 19 يا به دېد مې د د. په شو وي ۱۹ د د کې د ساله وي ۱۹ ន មន្ត្រ ស្រាំស្រាល ៣ ស្ថិតតាន (សមារបស់សំរំ (សមាននេះ ស្មៀតអនុស នេះសារសារ ស និតាភាពសំរំទំ marked alphali yool? I and the marked amonth analysis dapped themberians to 1963.

forced W gaines in fadire and the states from the states of the orner for souther and processing fifther Person ingeneration in galafiel in the second se whith policities where it denotes the reated flood card for a strength

with Higheli group  $\delta V$  and -2k role of manufactures (4.2 m) that the statement of gradient on the statement (

period to several g

s-vitl

 $\{0,0\}_{n \in \mathbb{N}}$ 

÷

ļ

OPSMAN V2

lowing pres requirements are boundy esusl. Hshod.

No building or part of a building plath he created except is outlocally with the area regulations harein preserviced for the Her District in which cald building is losated. Uniess otherwise expressly (unitade the tenses "rear yord," "side yord," "enter yord," "side yord," "enter securi" when used momin shall be deemed to relet only to a tear yand, sola yard, outer centr or inner mart ingened terris

and the Harley examine through from the street to province street, public diey, walk, court or owhlic park cneepalt of the narowner creek, alloy, wall court or public park on which such by abuts may be consilvered as a part of the bit in computing the size of the test yard required except that if such one-kelf of the narrowest s cost, walk, erure, slicy or park is growing then the sear yiel continue, they only as no of all district shear as is required for the the yard shall be one identifies a part of and yard and provided that in na event and the root was more spiral spice of free group by the free from live fort այ մերան։

PERCENTAGE OF Con Occurrent

Į.

. :

10.13

÷...

÷

0

Reduce 74. No Continue or Structure chail by ground, constructed, aftered or maintained which shall occupy either aloune with other buildings, a greater percentage of the area of the let than as followe:

(a) In Residence Districts of Class A not core than thirty (30) per century.

(b) In Residence Districts of Classes H. C.I. C.2, C.3, and in Business and Public Use Dispirate of Classes F, G and K, and for multiply dwellings in any use district, in the case of corner lots not more than seventy (70) per centrum and in the case of infector lofe not muse that sixty (60) per creture.

The measurements shall be taken at the ground land; everyt that in the name of bouchs the measurement may be taken at the floor level of the lowest hedroom story and in the case of other multiple dwellings where there are stories or shops on the continue soon, the pressurements may be isticn at the easy above the top of such entrance story. No group points of lat and daill burieds any proton of any e set as allow. Any postion at a contour to the perturbation study (50) first, from the localet has repeated along the front the of the bid, and by traved as an bi-Server 241

Socian 25. (a) International behind REAR VALUE wory tiwnilling erected in any Use District there shall be a very yard extending accusa the write width of the bet Such yard shall be at every point open and choos structed from the ground to the say and shall be of the depth described in Section 27 licreof. Every part of such yard shall he directly accessible (concevery other port thereof. The depth is suit yard shall by measured at right angles from the (x-troays road port of the dwelling).

(1) To the middle line of the alloy where we also inneal and marks a banas extends across its outers widily.

(2) To the rear lot line, where there is 1.0 seed alley;

(3) To the pearest wall of the building, where there is another building as the rear as permitted herein.

The provisions of this Section shall not apply to hughs not to Business and Public Use Districts of Chas J.

(h) In Business and Public Use Distracts of Classes D, E and H the lowest level of the rest yard shall not be above the sijk level of the scrend stary windows for in way case more than 18 feet subset the could be vet.

in Residence Districts of Classes A, B, C 1, C-2, C-3, and in Business and Pablic Use Districts of Classes F. G and K (he lowest level of a rear yard shull one he 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 sear yard if the required year yard area be not there-by diminished, and agrees from said resyard to rear lot little be provided and anontained open and unobstructed to the sky of a width equal to the minimum wilth of required year yard, and provided further the set more than one private gauge may be locit on any one lot in a Residence District of Chus A.

Section 26. If a root, it which purvous Council tion, sloop, 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 lass one jonan asur, geren court, side vere or tret ented upon which a window or versioning the light many from such room a back time, erent must source to upper your shall he as least of the elda a dimensions horsin pre-scilles for an incer much a the

[32]j

(.5 ard scortaneously yel holorison sh) eradic (d) depending on stretce of each as so not come by particular data are in or ល្អី សារស្រាស់ស្ថាន សារស្រាស់ ស្រាស់សារ ស្រាប់អាស ស្រាស់ សារសំរស់សារសំរស់សារសំរស់សារសំរងសំរងសំរងសំរង out that with a principal that a principal second to a diract well salend and somiand at hom income income the Art for  $\gamma$  of a formation of the formation of the Art formation of the matter wit this has not gravitable over be sterne reserved tremests film giver device exa App a polastic coscil and parts into watch it hue (5) seet penvicen, however,

Description astronomically of problem of 52 monopel.

արուններն է հերեններ with the second of the second se merregelat adads protocos yes. But define algorie a zwiedzienes od mateoralisch side by serving out on Hada southlisted largest out anti-induct building, the second កដំ ៣០ ១.៥ ១៤៣៤០០ ១៨ដែលនេះ ១៤ នាំងសុខ ១៨ ១០ ដែលសាម មន្ត្រី ម្នាំស្រែល ំ ត [1 .1.1] ១៣៥ roal activities for the publical radio gran word rest 1011 and corsections? field that you will administer that ad lists beu

ar privation is the state of a state of a state of the st verse in prescribed, excepting a one story or spiel to states in axis unusingly and assess ob a se os areturos to priblind primiro m this to some sits note bearing of thefte buid yns he stattwith to pathlind o'N

\$2.010030X% 2.1/216 sample group

etizet qui sule no fone, shie sub steri toek qwi unfol annie bei fichtangend une in accure a new statem tool and much wat and in date w ມະທຸດກາງສູບຄຸມກະຊຸບຮະບັບສະດຳກະງວິຊາຫລັບຊີບຮັກ poliveli politento vitento algente a A confit to taincoll constraints and and sola bobivered san printing all in the tente set in mot and millior runs ratio to beer while there chic soft only there is a topical year appared e years a constant arrest approved to prethe standy provide solution and stom for in Justae and of states. I lettern sume tothe how sections proved that stills, wohney in subjection yueness, sole sole Frazza hu, husy is tuen zone in mark ! າດໃຫ້ກາງສາມາດ ສະຫາດ 201 ເຊື້ອງ 201 ແລະ ເອົາໃນການ ການ ອາດແມ່ນ ອາຊາດ ແລະ ອາຊາຊິນ 201 ແລະ ເອົາໃນການ shows there is to the basic the size would of Heals lavel coving this is based on some s s of Section-r same off (a) [22 noired

229-221-100-25 

che faitzen op andout residential for a scala of the information has been even a michae of role? and it assume a do not a provision and state of this could be (ed) and their reals well for his interest optime store in livin strain loal (all and each and four of flack welative dote by tool (next (1 mod) no sal sile three to the start solution of mensions and show where the solution of the solution of the solution of the al harand of the degree of the second of the

Advante exclanive se chiefe can thate converse out him full how and then I the depenmany we may all it is wall to be here provides st mass set of flads on even some bins ( and )). I a je In another public form with the force of the property of with is the beauties to secondary all they arean and มีอี่มีพาย์ (สวยสายาวย์ เพราะสุขารย์พายแรว ระบุวรณาก 1 hur, H. Z. G. sould be structure of the structure state in bottleper of sould have structure over the structure states. pilling has remised at 100 All warps?

that is measure in a sect delay of the structure A ( p < r ) is rcrois teamul and quibalized have conditioner qui nomerani suiblini ole ni serinte le thickers but an break archited by making ( uentsi efamoti fatto foi tithisi controlite tavrolloi ee mi ileko surre, pese pine etanog Class A. R. C. C. and K. and C. each mu they be started in starts the set of the start starts, it set гариона со приход съобо си ко

regenza († 1996) 1996 – Jacob Parin († 1997) 1996 – Jacob Parin († 1997) 1997 – Jacob դ։ Հեր աշա 10178 na Iou aniqui Turciani 1999, 1999, 1999, 1999 1995 1997, 1999, 1999, 1999 Section 44

51 2( 115)

148.1

SECTIONS AND

 $\operatorname{SAME}\left(\{\overline{j},\overline{i},k\}\right)$ 

Agenciesting



(c) A conner of a court of yord may be out of browness wells of the some building provided that the length of the wall of such introlly does not exceed four feet.

(a) An efficiency a court or yard may the nonsidered as a part of such result or yacd provided that it is no decuse in any part then it is wide on the approxiside and diat such open side he in no dosc less than ers leet wide.

f 1000 (1997) 1 1 1 0 8

Bring St.

Prava 18

Notices Courts

and some norm

Carl through op-

ABD COMPLEXIES.

AUTELL'SOLD

Section 30. 11, interpreting and applying the pressure of the ded caree they able which is to be she muchtume requirements ad plack for the presention of the health, safety, paratory, convenience and general walfare of the armors and occupants of said property. It is not intended by day disciplination to interface with any provisions. of law or ordinances or any rules, regulanons, or permits previously adopted at isshed or which may be adopted or issued pressent to law relating to the use of Intildings or premises; nor is it intended by this definition to interfere with or abrogate or among anyonents, coverants or other agrees cars between parties; presided, however, that where this declaration imposes a greator resulttion upor the use of buildings or prentises of a pointing height of fouldations of requires larger yords, courts or other open spaces they are imposed or required by such provisions of law or ordinances or by such mice, regulations or permits, or by such easements, covenants or agreements, then and is that use the provisions of this declaration shift control.

Section 31. No building or structure Asymptotic reactions 3 AND CHANCE property constructed, or provides used on and you be lie by vestore best for used you was shown and be altered as as to be is winkness of this descharations.

> Section 32. No building productivall be weed he die Sadding Commissioner of the Bonne Ale nation on the election of there is a my conduct of structure contrees (a the providers of this declaration,

Service 33. No evenes or leave of any pair on of said to party that use or perturb the nee of cap building or promises in part thereas grouppl, executed, changed, or conwered wholly or partly in its use or struccare acted a certificate of complexing and compliance or he short that the building un primeres or der part chereof an ornates, monted charged or converted and the promound age thereof equilates in the provisions of the declaration shall have been issued he for Romes Adodulers.

Section 34. (a) To purseive the attract Ground thereas of the said property and to just RE-DHARMER'S vent the erection, alteration on path totable (is to of buildings of unitestrative and inframonious design that would depreciate their neighbors there are hereby established and defined for said property certain districts combining the cond) arean exturel forms on folk was

Type I Architecture District, Type II Architecture District and Type DI Archi tecture District, as hereit, further defined and limited, with landting, gatest and boundaries thereof as may be defined and established in supplemental doclarations of restrictions thereafter filen by Lamracawealth Trust Georgiany of central with said County Reconners, provided that instants cleases of architecture districts may be as tablished and defined in such declarations. No building or structure shall be created, constructed, altered or maintained on said property or any part thereof, except in conformity with the regulations herein too viden far the Type of Architecture District in which wild building ar structure is located, and except as provided in Article f1) 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 anomaly of any ant of architecture, regardless of its nominal "kryle," or of its non, shall be dis soproved.

(c) Materials, color and forms must be used honestly, actually expressing what they are, and not initiating other materials (such as the, Ble, wood and abrev motal, slamming state, etc.), as for instance, wood being treated lisealy as would and not in initiation of stone, wherever it is used. In this killy country, mode will be much men from above, and then from and solar are important to the success and at tractiveness of the property. The design of the heliding junct by of such a find or type as will, in the conduct of the Art Inty, he consenably appropriate to its site and harmonize with its surroundings, including, the architectural distances of exclusioning in proceedings to be which designs have one when the second second of the second second

Section 35. On Avgn J. Architecture, Desbuilts buildings or structures shall ability house one house one to the fallowing general requirements and there eres

S CPT 5

[34]

309 U.S add for a characteristical particles randoferibili

away contraits inde goale emotions, retainido trainais tal no inspelor the static property and the state of the there depends the market provide the second diel) of guidelensis vilulatensis nood and contractor of the sector of the surface bar to a poly and support that an if the i step it

hat and model (Brithess) (BDDD) harawing the following set of set

with Constant of Teamwork with the States of American and American America American Am American Am American America American Ame where the second state of reache imperiore providée de la passe auto no debride of ner yelf reserving read escolence afgring is to subspace your office was analysis to the with shifting factor 114462

want of relating thereas, fourth esta lecomo podio re lavera direvirade ed at store the scale to remove the approximation terral vertices taratice and solutions to its hours and its production of the solution beaution of the solution of the solution of the beaution of the solution of the solution of the าง กปน และเอาณ ของสูงป (465) จะปรุกษณ์ ว่ามีวิ. และเอาณ์ ของสูงป (465) จะปรุกษณ์ ferd repristion philosophy (a. a. 1871) & hanness of their milling sector of the sector style 1.84 - 1 and another and statement of April

and the other second metrococh eds of configer agorithable bare sinestational (ar-num mitwollol and of many smooth220) ensionition I. and " all demotors? If reviewers and one deals compared has againlined striction of vectors and

testimumal a location of sum saminiat where not the Art line work of the hearters on any manental terry too as a 10-1000 bend friends many service reserved in order rshoug si i siyi sort adaya 1 aq.C Lagel tratarish itorradara. In darida edi 11 aqyi si fawaqqa sa yaq aqqista talih

- 아이지 않는 것 같이 있다. we have the state of the state and the factor of a start and an of the start Follow data survivor seg-Gui. spin plant and an approximation and we for used of the state o STODE ME SUMMERAN SUMMER

i 25-1

and with a tradition of a section of the disc strummer in the fullying gravity in contrast supportation field extension but gaultford storded The service mean of the service of the solutions

CAbrill (av. 36), Jo. actions

opeconde los and you equivable to easy that a nearest the managine of pairs relation to a posta one was special and using the service and the base 

proved of the forth that the second s eps with these statements in the many second statements AN ALL STREETLAN GRA ACTOD

francia anderstearne efficie traduce ດຕະຈັງກໍ່ໄດ້ເປັນເຮັດເວລາ Jule ແກກ່ານ ກາງແຮ່ນ ແລະນະ ກາວຍັງກໍ່ໄດ້ເປັນເຮັດແລະ Jule ແກກ່ານ ກາງເຮັດ ແມ່ນກາງການກາງການກາງການກາງການກາງການກາງການກາງການກາງການກາງການກາງການກາງ of howelin ad your sources ((b) yixle as HOND EN TO POST TO POST A LEGOL

Hear of the Albert of Standard of the most menowielsy Veneral subscience V, say of the manol

570VF(A)

Anthe down the construction of a second s

to the unit of the second second second second

the of within rolting product Series of

ark site goal ark out to material are other.

the blue of the work in the state of the sta

stadiuse a list fiels particul to station when orward extantions we thus all beyond to transfer to the solution of the static sectors of the solution of the sub- set restance. To shell that the base yd nwitadtes has hettiar og lete tol bres to

eventual for sea and or lead for plasses store floated from any enough tolerard and

methory. VI boy?? Mass at 5.3 year oil of 5

sub-bits by avisoidance and and tempter why

there of American in anticestation for shell

wil gnäten al telever ofte reducively belief. yd Borarqratist ar ortholox toloo Das myle yreader aiddiw le railt bofrionig ywrd, ryferd ob biss fits gumblerer of necess to cold

blue ni stol yns en benieldism to beroli.

anibitud officeration bracketical level for a substance for an officer and the substance for the substance of the substance o

"sapoonj mentra iskujarda to skul jo kur songs leaving all elsofbri fade agiet lies nd setutamus bus synthlind lie bos yak ted ilmidw ansineld 'f bogyl bins m boroser ed

what we also be approval of the Art Jane

the rest attout assess and when

stored of their side soft southers but process tone at these of severage provided by the

with the factor of the constant of the of bothing has booded as stational worked

son fieds som osta to spublish ifs some

;

constructed, should be additioned on said property except in senderarily with said and thread design and roles scheme or such charges therein as may be approved by the Art inv. (Added to Amondment Bo 3.)

### ARTICLE V

#### OUTER NESTELOTIONS.

GLEPIN OF

Section I, B. carls, hogs, or other anicontraint mals, rabbies or positive may be hept in Carrier say part of some popparty unless weater percession he almosed by a the Manuel Association, which production shall be granted and shall be revocable at the plearance of said Association, under uniinsurvey additions.

Conservation

Restion Z. See bedding, 20y port 5! trains which is in dwelling porposes, shall be because in any moment of oppied while in the course Pressecution and original construction or until made to New MULTIONAL receiptly with all requirements as to cost it in and with all other conditions soft forth or referred in bergin or in any further re-strictions established and applicable threeto. The work of pristraction of any buildof said property shall be constructed frite ing an officering shall be prospected rolligently and continuously from the time of commencement until the same shall be july completed. Every building, fence, wall or other structure powerd on any part new material only and not from old or second hand material, and up hell ling constructed discobile shall be moved to or constructed as said property, except with the approval of the Homer Accomption and nte Archurya

Supremarkan. Second on a Ownword in 1

Section 3. An owner-dig of single he heading comprising parts or particula of (we of eace mitodiag lets, of all of one for my lights of one or more lots adjudant hermique activithdowers rather to agricult as Lendin provided, the total average with of which is not less than 6 ty (50) feet that he deemed to be a single lot or baild ing title for the purposes bered.

Un now

Section 4. The cust or value of the loss Impact of the part of the second on my lat, including a recoverable for of an titled and researched profit for huilder, shall be not bee than the amount specified for that let it, any subseerion convertions, distributed and and feel pin and rest at may future date is to be stronge the som which applicated the

some amount of building as in the judg-mont of the Beard of Directors of the flomes Association, was possible to be built for the smu anmed on July 1, 1975 Northing in this clause is intraded to prevent the building of private garages or other ap-proved accessory buildings, efter at the some one with the construction of the essent finilding.

Section 5. Common wealth Trans. Com-Spanistic stars, pany measures the right to really such outs. Constand from and fills as are movemany to grade the structs or private ways, whether dedicated or not dedicated, within the homedatics thereof, in accordance with such grades as it may establish, including the right so for as is ceasonable and proper for the moresary support and protortion of streets su graded, to slope upon abuilting lois, and may savigh said rights or any of these to Palos Verdes Homes Association. (As assended by Amendisent Nu. 3.1

Section 6. If in this spinion of the QWARE LIABLE Homes Association say public improvemust, pleating tree or utility of any aburacter shall be damaged by the negligence. or careforaness of any property pwore of 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 replace such planting and/or use, to pay he same out of the general fund and to geness the cost thereof against the property of such owner; and it is hereby conrectly stipulated that such expense alord constitutes a lien species such property, and such iten is hereby reserved. and established and shall be enforceable by the House Association in its own name. or in the name of any property owner its said property in only to of having sumptitent consideration. When paid by the propnets eware equiral whom the score bay neer assessed, the appoint of sold expense shall be recursied to the general band of the Romes Association.

Section 7. No tree over twenty feet in longht above the ground shall be crimined, cut back, removed or killed except with the approval of the Homes Association, and representatives of the Borner Associathis and/or of the Art Jury shall have the sight at any time to solar up of open any preparity for the purpose of cutting back recea er orer planting, which may grow up to a greater bright then in the spinion

COR TRANSCO THE STREETS CALONABY NEOROARSOL

> TRAMPORT AND Removation. Твые aero Formillos

[30]

noiniana bay ya manakina. (noini hy manama yi habini) mand even nale these spokitgeout) has and merula itent tons and university second very to four the four form and the second to t solah mant hemanito mont avain tenih ("evie

( LioN repettioner A yd faffich) politaisoech bise yd bebeel ment and traition permit has been -manus had reduced or anterial reparation or brown bankrainar to find so find. yini sulto to staté "yinued io enoiraingoi soni ali avitation, nilitor bolonitemoi non The fitting arolization that have of activitions und regrammer around helder how when he is a little contrained in the little contrained and the contrained in the little contrained are little contrained and the little contrained are contrained at the contrain soler birs of soeldne perceloiner, of semi-Its is lists tradeing lates to street. It fore pressure have sidewives more state of and more for it as enous upon the solut done toolie flack protection & second restore? estal group to find the still of stressed MAPPEND PAR Follow molecular and and mapped These instants of how general pies are areling 

ovitaus <sub>M</sub>

through any such when stored stores warde (1. when the provide the first stored and the first store and such a store and such a store and such as the stor fore stoi well eruten le stete e al bluce ло сместалі айдепасеког запа, од 1521 жілай с Изійм прабим во зписть вай ні запасаціє but reduction ensures, substant to noticular on shi garatan matrix anti-anti-antiinourgeloved out in toolocation evidences Long of According to successing the otel well at aldeil notaw music lo presente at horneau yluanque ei idais ode hege si sul vitto of ou remained o house of longer a other properties or, except with the after proval as the Werther Manuel Academic tion so its adequacy of each con-tion so its adequacy of each con-tention of confirmed instruction of each of the source of the s c) presente annes of the remember of the says let shall be made by any let owen esores has any owned y foruses sounds to Received (, Oust at usize sustrae daidw Sacoust later. ແຫ່ວ ມີນາເຄາະວ ອຍຸຊົງອ ລີກກ່ຽງແຮງ 10 ອິນເອີຍການ Section 1.1 No obstruction, diversion, Manuscher

[ 12 ] deal and collarized as residue has  $e^{-i\omega t}$  where  $\omega$  is the density of the transmission  $\Omega$ la provincia de alla parte de la la compa-de al statuto das partes de contestantes susses of an and the sense of the sense of the susses of t COLV. spectral node to stread regime dity GRUTID''S AL pological sports to sports 185 18 1942035

> participations) ang 200 ντα βιικαί στρομα τομίο το Κύπους Καύ Αγ totigns mag: Romology of sich primori en skoute same as greaters alt to shall week, rectainty and the splittly of other states of the second states of the splittly splitterees splitterees s ear agus is rasin n's kundpané atas ayog nege up to never a way with Alasteri Binataipa (const per stat and areas a of programs a more-receipt sensing out to

05 AQ In the response of several the second straight the second se ental abonements el s'recrevenque bies ne when liter has ever grade the ordered will be restanced to a set of the restance of the conduct solution and lark notion -oneA sumpli set ye boundaring to immedy or full to becard in the means of the part of weedens is manen fan it Agail powerp ad version there dealed another of applies were as a strength work with these with has group blue is one probled to the រំពុងសេន ៥.... រួម ខេត្តស្នាំង ស្ពើ ហើ តាមរប สุรภาษา และ ได้อา "พระชี แต่สุปาว อุรายงา the transformation of the second seco ter think to has you is leaf (cf) near if matter easy out or acylony field they the third third as is much or pre-figuration SLC " (1818/18/19) กลายสารณ์ 10 มหารสาร การการสารที่ table to require the second of the order of the second second that the second s Leals or hears a second off. A most off theory of a post-te on relation of second like as a given most many day when

traduction with the instance of because the problem of the problem Dolfui ladvert bu, mariting access John transfer bu and the second belworded in some linds seeks recorded burnzino Ataquit sel flade anne act pel aco re domenas brangintino ne drav en nels batar prince brance a lariorite small belower of finds or see consume othing yourperson in hour these possioner; Staz no holizare en la holizaria diremi pulling a bidow bristol to s forgions of linde notruli bour to becamine thateau af Book Juli wasasasas m milat gas well yeak againing a lo neitear tarre in assume addigation, partnering of recommendation samoli where will be hereagan all rain AND LOUG ASSOCIATION OF SUCCESSION PERdiathann a' fileile soine chi. Mannand, blier le cheile nath lasa in haniamlam

970049970) 0471501-0023

21-0MH AU

÷

3.00

514

12.314

.1



3

chargen as to their freedom from posect peste and plant disenses. The right is specify sily reverved to said Park Departmont to gates typon any part of said propprop and inspect all lants and social there. on at any time, and if after the notice from said Park Department of the cuisterce on any part of said property of mjustions plant diseases or juster posts the owner thereof fails or neglects to take such possense for the evolution or control of une salar de saié Park Department decus ner-swarp for the programma of the com-munity, to enter therear and at the exprote of the maker theread to destroy of impove infected or discored plants and/or speay the same and/us take each other near yran as may be necessary in the opinion of said Park Department to protect due some and or two such other then out as pney its necessary in the opinion of anid Park Department is grouped for very munity from the speed of such introtion. (Added by Amendment No. 11.

### ASTRUE M

## D. HARTON, ENFORCEMENT, ANDARONANZ

Concerning of Restrictions

Socionit. All of the restrictions, conditions, covenants, liess sud charges set forth in this declaration of restrictions shall continue and remain in full force and effort at all times equivat said property and the owners marcal, subject to the right of change or modification provided for in Sections 2 and 3 of Article VI harcof, could January 1, 1960, and shall as then in forces be continued automatically and without further notice from that time for a period of twenty years, and thereafter for sucmessive periods of twenty years each without limitation unless within the six months prior to Jonuary 1, 1960, or within the six ir gaths prior to the explicition of may surcossive twenty year beyond thereafter a written agreement executed by the then second owners of score title one ball in area of and experty, exclusive of streets, packs, and open spectral or passed on rule d in the time of the County Recorden of the Angles County for the terms of which agreement any of cold conditions, testifictions, company, lower of charges resplanced, and third by sector allocation whate the indicate as to a first any pull of the majority administry subject to refut ha the manufactual is the source become goal vide it to the even that my sould address approaches of their generation we have

duly executed and recorded, the ariginal actiditions, restrictions, covernants, there and charges as therein multihed shall acotinute in funce for survessive periods of twenty years such unless and until further obligged, modified or extinguished in the manner before provided.

Section 2. Annualmost, change, modifination or termination of any of the contintions, restrictions, rangivations, covariants, heres or charges set farth and estublished in Addinkes I, H. EJ and Vi hereoi (except the maintenance and improvement charges as provided in Section 3 of Article 1, hereof ) may be pieck by Commonwealth Trust Company priors successory to interest, as the owner of the revelsionary rights herein provided for, by matual written agreement with the then awners of record (forduring the mortespeea ander a recorded crosspage to book ashicoast a tobac soletion deed of treat) of our less class ninesty (\$0) year over in area of said property and with not less than nighty (80) per unit of all of the then awarers of country title of soid properry and with the Homes Association, duly executed and observed of theory in the officer of the County Recordsr of Los Angeles Connty, California.

Section 3. Any of the conditions, custion tions, cousseuls, reservations, liens or obstrges satisfies in Articles IV and V horeof or heresfter established in any doubtration of additional restrictions of deal, contoget of sole or lease legally filed of the and unless phorwise provided therein, may be changed or morphed by written justicamont duly executed and placed of record; (1) As in any property then owned by Commonworldh Trast Company, by Pelos Vershes flumes Association and Common weeth Trust Company; (2) as to any other property, by Palae Verdes Homes Association, the sweet or owners of recand of two thirds in price of such property and Communesolth Trust Company of its successors in interest on owner of the isversioners regive heating provided, now every that in order more no charge to unote function shall be made with as the written manual dwy control and reacted of the owners of receipt of the loss that two digits is may all finds had to be private consider procedured the bandway best in any d rectore of the trajecty processing which a change in podulation is sought to be made, and provided to their their tria chall

| 38 |

Мар насельзя ав Влас Виспантиона Виспантиона

Modifickoton of Oyreau Restrictions

oran fergion in Aline contribuedo episolica a benutival assol year lists ago baser i ingui ne (sirranindul) (yanun) selehark sud itu τουνίση έπους τη πορομιση τη τη τη μεταγία χαις τουσμάτουσα τη ματ τουσβάσουση ποροιμότουσα τη ματ which a list search sound will be balance aniton latting esolution looned entitioning eith The short of the in constraints will all prine on here due hood of second and ne learevergeri , trow , etc. arts fried etc. edi internation an international afform products une sublimite to sommer with the pick with the pick with the solution of the s USUS STAK OUD IN BOTHOUS OF SHE SOLD AND

атыстарооў.

mophyphian [ akay lating like to your collaborately around rule defelve revol studied for spired the row and obsided there are a solution of the second second second second to a second to second the second seco as multimovaly compile and ni glidenes(raum storage first for an in build by know showing prose and vollent cheergras, essensations and the treat the custom of sits of set form any and all of the acts, to hx, hurand they explore they are go and parts Angelics County, California, the licence and the and the and the and the and the and the angle of the angle o soil to morecall virtue?) edi is sailly add ບຢູ່ມີອຸດລາມ ແລ້ວພາຍແລະອຸດ ມີແມ່ວ ແມ່ນມີການ line grad for an hair on the restriction of the states of the second of สัญรา 24 โองอาสินัย วันสาเพลา เป็าเวลเพิ่งๆ ๆจำได้ un sugando to surell successures (state) yei engingentent to activation is at dirot even in maniferia, condition of molifier heat buse yearing that find it notice.u averanceA to ebiation to grainfulling these the sustainable of the second bias are the to sumarise A the netwo all and yes to H the soluted

d prima sul water concertion with its a mestadak olla gabu negataru dikala iki etina. pushed of knowled pressing processed an the provide the provide set of the second second is cours page weating part frame the new property of supervise products or ait beid has an vides flade symposiblas in bound yown has done show soon four groups funds to and strong south your (i) butsh to increate the particle and not THE DURING STOCKED DUE STATE SCORDANDER unicerval -or loss to flu but the& flowing & unicerval -or the second but which the prosterious with the second but second but the second but second but the second but second b

t sa t

unormát prácted pilotoj e best prind work finds to fation fore around below of the Park Policies Particul and a process tioned providing that they addressed from have provinteness spacefit sets by noticity (m) aspect per applicate and persons applied threnco and gublicges as becategoe no ins

mulerally egredorial and bee has some has brooped at a yrought yag of tone of sasoand to retreat sue in yours showed rought of the retroagant to your no noused from you' the solution root no noused from the retrologony in smeeth en structured the retrologony in smeeth homedo ad wite of the Rich barrent perfle to have the relation that its of protects starting to a property of the second second second due y terres y see early (fr. (2)) for early  $\frac{1}{2}$ , which is the order of  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$ ,  $\frac{1}{2}$  of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of \frac{1}{2} of  $\frac{1}{2}$  of \frac{1}{2} of \frac{1}{2} of \frac{1}{2} of \frac{1 or notes our sectors or from and To metho an trage get (1) is naived, it is summer to a sub-ic naive accuracy second site structure in the sub-ic naive second second second.

the of large of the provide when a ref even bli wiji die na jacomen im soor weer weer weer thus have been appealed a final analysis of one dital house it require more in pourly the way receive what ever these has were second on adding the order of a party to contra presione duratione no teo construction of wei suk ein hundens in kasen an pickus inm and put Grand April Put Law servery da zugu Arisulanan mi tirtha jaarum Animaterses wards warmel into a painter of states you with a second of the case of the case of the case of the second s or so mendition is lot to philocraph contained on it show much sold amonitoring fouradd toth have been spanned and that the an in my papazona aposal anota i myo to eliminary oper one rul supportations, but analy sub-trad griwen's yord and yo four notherposity coundly off yill benefitiging buy note-price to straight on the concrease 90: buz ricosor doue rid, ewe dis statt an By of se aviaufance of finds vie, tay out to review of the floresty successful set to yusherood and to allowing the grad rul and myland notitiziosed esempt up et herorque el of restrictions insulution permitted of its unitorsible stat ni area set to you to some emphasist the purformance of non-partnerm as there boug as more pully sol structured standas per sizuk and durished perasid re for the set of the of othe astronation substances in name dimension for surgeral states and



(ord, or by reference therein, accepte the parase reduced to all of sould restrictions, constitues, coverants, reservations, signs and charges, and the jurisdiction, rights and provers of the Art Jury and of the Horses Association A breach of any of the restrictions, conditions and continents monthly restrictions (conditions) against the rest projectly apad which such breach contrats to rever to Communwealth Trust Com-proy or its subsets or in interest se and an of the recent oners rights then to provided for, and the owner of such reversa ary agains shall have the right of immediate re-entry upon stale (es) properry, in the event of any such bright, and, as it each for owner in the said accounty, the said receipt as, conditions, and covename, shall be covariants summing with the land, and the benark of my thereof, and the possibulance of any such breach may be enjoined, abated or remoning by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lats as parents in said property or by the Honses Association, but such reversion shall not affect at impair the lish of any boost false marrigage to detect of tensi which chall have have given in good taith, and ins value; provided, however, that may schoolnent uwner of said property shall be Sound by the said restrictions, conditions, and covenants, whether obtained by forechappe or at truspers said or atherwise.

VEDUCTION OF

Section 7. The violation of any of the CONDITIONS CONTRICTIONS OF CONSISTENCE OF BROND OF MAY of the covenants hereby established shall also give to Commonwealth Trust Company or its successors in interest and/or to Palos Verdes (Iosaes Association the right to easer upon the property 9pon or as to which such violation in branch exists, and to summerfly shate and remove at fact expense of the owner thereof, any crockion, thing to condition that may be at exist thereon contrary to the intent and minering of the provisions housef; and Comconversible front Company or its processes. is interest or Polys Varios Hours Astesingles shall this safet be deened pailty of any matches of the case for such colty, theorem is ferriroal.

Viet. 176

here there is a lively set of services on whereas constitutes by may resultion could on anymant Konstein in the Jacka sign set for the is violated in whole on the part, is doubled to be and dult controls a pristary, and may be preved by Contactivezith That Company

or its successory in justeress and/or by Palos Varies Homes Association and/or by any lat ewner subject in the justisurytion of the Homes Association; and such renedy shall be deeped considerive and not exclusive.

Section S. All of said restrictions, condittons, corenans, reservations, lieus and charges contained in this decleration shall be construed together, but if it shall at any time he held that any one of said testing tions, conditions, covenants, resolvations, liens or charges or any part thereod, is invailed, or for any reason becomes uponforceable an other restriction, condition, covenant, reservation, lies or charge or any part threeof, shall be thereby afforced or imprised, and that the grantor and grantee, their successors, here and/or assigns shall be bound by each article, section, subsection, partgraph, seatonce, clause and pheneo of this declaration interpretive of the fact that any article, section, subsection, paragraph, scattered, risuse or phrase bo declared invalid.

Section IG Any or all of the right-nuclim payers of Commonwealth Trust Company largin contriner as to may of the said property may be delegated, transferred, assignued or conveyed to any per-son, corporation or association or to Palas Variles Homes Association, and whenever the Commonwealth Trust Company is hole. in performed to, such reference shall be decared to include its successors in internat as evolve of the reversionary rights herein neavided for.

Section 11. In its own name, so far an it may lawfully do so, and/or in the name of Communweith Trust Company or of nny lot or parcel owner subject to its jurisdiction, Paloa Vandea Homes Association shall juterpret and/or inforce any or all restrictions, conditions, covenants, reserva-tions, liens, charges and agreements berein nr at any time created for the bondst of the said preparty or in any property which may the edge be expressly made and jeet to its jurisdiction by the towner thereof, or to which said late or any of there, may at any time be subject. In case of oncertainty as to detexing of said provenions or of any provisions of this departmention for demos departmention ball (except as to me provisions of Article III instead, which shall be interpreted by the Art Jury) is all cases interprot the same

1 40 T

Constantion AND YALLOT M da Reanos testa

Association OF / OWERS

Інтъхикат корот AND ROWBERS. MANT OF HOMES Association

reservations, licers un charges situit in no reser he deserver a naiver of the right to (dr so therestration)

(a) and the solution of the line and be under the solution of the solution

and such interpretedou soul be bost ord ionalise bytes all interpreted sectors. Desting is The provision constrained ... the decletation shall bind build build for

Hour to Section 13. The provision and income to the form of the benefic of and the metabolic difference is the benefic of and the collectering by Comthe benefic of and the collectering by Comrections the benefic of and the over of one of the over the over of the form of the over of one of the over the over of the form of the over of one of the over of any property in sea direct. For the over of one of the over of the overlation of the over of over of the over of the overlation of the over of over and the over of the overlation of the over of the over the over of the overlation of the over of the over the overlation of the overlation of the over of the overlation overlation of the overlation of the overlation of the overlation overlation overlation of the overlation of the overlation overlation overlation of the overlation of the overlation overlation overlation overlation of the overlation of the overlation overlation overlation overlation of the overlation of the overlation overlation overlation overlation overlation of the overlation overlation

IN WITTERS WRONDER, sold Constanting and Constanting and the star of the day of the day of the day of the flat of the star of the star of the sold of

## COMMONTEALTH TRUST COMPANY,

Бу Токаталы S. Dener, President. Ву W. F. Римки, Азліята Бостелогу. ((aas)

1 SERVER AND AN AUGUST 1 \*1

An this field the first field of the state the state of t

-----

Свист Уг Маке

الاحصاب المشكرة له عمل إما الم المنابع. الاحصاب المشكرة له عمل إما الم المنابع. (1945)

[[1]]

Ş,

hi

£Κ



## ARTICLES OF INCORPORATION OF PALOS VERDES HOMES ASSOCIATION

KNOW ALL MEN BY THESE PRESSORS: That we the partnersigned, a metalety of whom and differing and residents of the State of California, have this day volume, by economic e condees regenter for the purpose of forming a non-profit co-operative connection, under the provisions of Tale XXII of Ferr IV of Division First of the Civi, Codo, State of California, noncoved March 21, 1873, as thereafter anotheria, and we hereby bettyly

The name of the corporation wholi be "PALOS VERAES HOMES ASSOCIATEON."

i.

11 The pulsoses for which it is formed area

(1) To perchase, construct, improve, repair, maintena, operate, care for, own, and Zar dispose of parks, parkways, play-prounds, open spaces and reareasion oreas, terran courts, golf courses and/or elub houses, perimating pools, but houses, bath ing heathes, builts, boat houses, hoat landcars, life raits, life goards, life saving apparents, skuting citils, heatpare and holds for aircraft, band statuls, damping previsions. casinos, places of amusement, hoppitals, monsering, aquations community buildinge, community slub houses, and, in genscal, community foullities appropriate for the use and benefit of its resurbers and/or for the improvement and development of the property horeinafter described,

(2) To improve, light and/or maintain struets, mads, alloys, trails, briels paths, course, walks, gateways, tensors, and topo-oriental features new existing or herositer to be created or created, founteins, elelters, confirst stations, and/or buildings and improvements ordinarily appurtenant to any of the foregoing, grass plots and other avais, times and plantings within the lines. of the streets immediately adjoining of within the property hereinafter referred. t. 1.

 Tal purchase, construct, maintain, and operate water works, puscoing plants, and systems for the transportation and distribution of water and/or to purchase and distribute water for inlightion, doinvite and/or effer purpose in commenthen with the animitersonics and ack of projeerty under its iteration and care,

(4) To purchase constroly itsprove, and/or maintain sewer systems, storm water services, Cates, and cates a Distinguistics in-

stalled or to be installed upon and lands in manestion therewith,

(5) To use for any lots and plots in said property, semove grass, weeds, and any easightly or abnaxiars thing therefore, and to take any action with relevance to such lots and plate as may be necessary ar desirable in the opinion of the Based of Directors of this corporation, to keep the property near and in good order; and to make and callect charges therefor.

(5) To provide for the sweeping data ing, and sprinkling of streets, collection and disposition of meet owerpings, gatbage, ashes, imbhiah, and the like; and to make and collect charges therefor.

(7) To provide, so far as it may be lowial so to do, for community file and/m police protection for the protection of all po any portion of the said property and/or the owners of said property addin restdents thereon.

(0) Su far on it can legally do so, to grant franchises, rights of way, and casemonts for public utility or other purposes upon contand/or under any of said proporty.

(9) To acquire by gift, purchase, icase to otherwise acquire and to oway held, enjoy, specate, uniornia, and to survey, sel, lease, transfer, mariginge and otherwise tucamber, dedicate for public use and/or otherwise dispress of, real and/or personal property sither within or without the boundaries of said property.

(10) To accuire by purchase just or otherwise, and to own and/or disputs of such works of art as may be approved by the Pales Verdes Art Jary established by enstrictions, effective unter paid (reporty or partions thereof.

(11) To regular including and operate a Department of Buildings which six? be in charge of a Hariding Commercian association by the Biand of Directors of said corputa-

| 42 ;

with and such riter expension of the Ast. Jury as this comparation with as your

trasidua se yan theoport bus doidw of successor to enotifierto (scottartine Yardes Art Indy, as provided is my resolution may be below in trust the second science u unitatione à construction est provision au la construction de la con -drod provi ju tang nika pasaksa ng pasat paper in many end locked, whether ous estate and and and sources ender the sources and the second second and the sources and the sources and the sources are sou eas contra terrer banding signed works early terrates) humanana eo esta hum teo atu in subsections using non thisdead provinthat to stong of the second is a may of, and incredention of theils as as as as brohous on an energies, obsu tos suches hise ai Ledoublette su tuo hind formore shreats, games or reasonan areas, and include the second of the second for the second se ing sense in a point kind of audit data - outre english the top point and and and a sense of the shomeosti bas escal shi yaq officiti,

(15) To establish or make provisions for the valuable of the provisions for the valuable of the provision form brand. Tark Board, factorial, and we will be brand provided in or provision for the general brand provide the corporation for the general brand provides the corporation for the general provider of the owners of acid provides to have of the owners of acid provides we have and here or provide the provide the provident for the set of acid provide the set provided for the set of the formation of the set of acid provide the set provided for the set of the form the provident for the set of acid provide the set of the set of the form the provident for the set of the form the form of the set of the form the form of the set of the set of the form the form of the set of the set of the form of the set of the set of the form of the set of the form the form of the form of the form the form of the form of the form the form of the set of the form the form of the form of the form the form of the form of the form the form of the form of the form of the form the form of the form of the form of the form the form of the form of the form of the form the form of the form of the form of the form the form of the form of the form of the form the form of the form of the form of the form the form of the form of the form of the form of the form the form of the form of the form of the form of the form the form of the form of the form of the form of the form the form of the form of the form of the form of the form the form of the form of the form of the form of the form the form of the form of the form of the form of the form the form of the form of the form of the form of the form the form of the

(i, j) Te exercise setab pawere of real properties (i, j) to the exercise setab pawere of real setablication, determined as the set of the set of

For the probability of the product of (11) and the probability of the product of (11) of th

excel al babuloni yllanar ara oo zwejtalirgu stone antibilitates yet zweiblind hazaste redrama milan goneira le stangenne edd with contributions line tradition (differed motionings the fully not obvious at the expose suppring of pointments villages are so envieworg dore guibulent peloradi recento a paireice bas goolses on the sign and ambliard for performs with not erabled upor much downs by each down and to to public up in survive or (gradient birst ja kine ngaa asi kamuoo na isi wa asi in footeld of your dolore assumptions have appare in sempleral loss je ana la la usqu formhan anign tan samon adi day acception of Alasiasi pixe and on at compacts bus spin that to us, unison call convertes hare traject danc late (necuros) ere live to not doorny set independent time in grow used there is shorts give a ามกนี้ ได้ pass มีกระบบไหญ่ เมติ จัญญาติ มกนี้ ( 2000 มีกระบบไม่นะ 2000 ได้ 2000 ad its events an eventer of alternative after bits "163 aved Hada non-sesimeter." get [hish และซุพ "รถรมต่อ กรบุร พากมาต่า 1 แต่เ

លឲ្យសារផ្សា equade tellor for established of but thereit mounds to grade at him pulses in a area has reachive as remained and all as balitying on the photo much work asymptotic in sympletion of the system and it ouriz synibilited doinly of tragery dates yre -cond to showed avoid on periods according digmon line moladigmen for cata district sensior paint or surplements three hadelers in the or extrements the stolected to break and datew the providence of the second second second second and the second se in Introde shores has salend read at him rang math he ab trace great of (21). terropolation Automotion report 221.

(1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2)



ins παργ 'or in edience diror eny ui sair). Filosparty.

(18) The received ble, and preserve such reports as may from thee to three be reade to it; and to protect which distribute balleting and reports.

(19) To approve and/or disapprove, as provided by restrictions, conditions, and provenunts effecting said property, plans and specifications for out/or location of ferrors, walls, pulse and atructures to be created or maintained upon said property or any position thereof, and to approve or alisapprove the kind, slonge, height, and material fey some and/or the block plan anticating the location of such structures on their respective building sites and such maring place as may be required, and to usue of refuse to issue paralits for the same, to put any and all expenses and charges in annuccion with the prototical need any of said powers or the complex and or any of said portaneet, or supervise numeration of any huildings or structures. to the extent detried monestary by the Goard of Directory and the etholish coles. diendar.

(20) To approve of disapprove of subdivisions on resubdivisions of any al said property from time to then to the extent and in the manner that it may exercise such approval to disapproval as provided in reacticitions, conditions, and coverents affecting sold property.

(21) The regulate and/or prohibit the spectrum, busting, pasting or displaying upon any of said property of bill-boards and /br signs of all kinds and character, and to move and/or framoy all signs placed, spectra or maintained upon said property without the authority of this conjunction and/or the Pales Musles Art Jury as prosided in such restrictions, conditions, and resonants, as may office the said property of any portion thereof.

127) The figure stability of an order of the stability stable barges and/or second more stability and the stability by an particular stability with may be adopted to care an econdation with the may be adopted.

in houses, and accounts offecting solid property, provided, that the ansatz of solar initial charges in constraints shall be determined as payrical in and rooms trans, computers, and provided by the pastical behaviour of this composition (25) To expend the monors collected by this corporation from assessments and charges and other some received for the program and discharge of costs, expresses, and obligations incurred by soid corporation in carrying one any or all of the purproses for which this corporation is formed.

(24) Generally, to do any and all law-In' things which heav be advisable, proper, smillorissid, and/or permitted to be done by Palor Verdes Homes Association under to by virtue of any restrictions, conditions, and/or covenants or laws offecting said property or any portion thereof Gashuding areas now or hereafter dedicated to public eac) and to do and perform may and #G acts which may hereitaes necessary for or incidential to the exercise of any of the foregoing privers of for the make, height, comfort, sofery, and/or general welface of owners of said property, or postline thereof, in residuals theread. To everyosing any of said powers, the Board of Directors may, so the as may legally be done, follow the same procedure as followed by Bearto of Trustees of cities of the 5th Class of the State of California, so for as garte are not in conduct with any of the provisions contained in restrictions, conductors, and covenants offecting said property, and genvided that such method of presedure may he discontinued at any time as to said property as any portion thereof er as to any portion of said property which is an shall be annexed to or become a part of an increporated city.

(25) To berrow sources to doworkstage, pielling or hypothecene any or all of its real or personal property as occurity for money berrowed of data incorrect and te do any and all things that a connection organized under the said laws of the State of California may lawfally do when operating for the benefit of its members or the property of its members, and with our prefit to said comparation.

All of the lowering purposes and powers the number carried into effect and exercised later for the purpose of doing, surveying and applying the things above set forth for the handle of the restally thetake in a set with for the prophetical thetake in the third point of this Augeles. State of the the domain of the Varley events of the dot of the the set of the the domain for the the the the the the theory being restalling the set of the the domain of the the set of the the domain of the the set of the the domain of the the set of the domain of the dot of the dot of the dot of the dot of the the layer of the dot of the the the theory is a set of the the the theory is a set of the the the theory is a set of the the theory.

1443

picable testors and thereby allowed to be used as a lowed to da enormation and an baroadde et sue

stood of the minimum of the board of the theory of  $\Omega^{1}$  with the theory of  $\Omega^{1}$  with the theory of  $\Omega^{1}$ វិទ្យុទូចំទាំទំនងរណ្ឌ និចំអង់ចាំ សុខចំណេះទាំកម្មនេះ abisation, and those entities to an the Variase Remote Association by with and to be impleted to the location of the od resteared dottly bust yre in reserve (a) (a) value (a) (a) value (a) (a)

anar ann ginn as beirinn ad glerinslaar an an ginn as beirinn ad glerinslaar ar saares an nisses af yn saar gen ar befri a'r saares ein sa saar yn befri these sets aniblied like in everydoung to washed mention or eveny started fully asses made in general total al eastern error the awa To potent sold of all no bill bolleov all aits gathfied is the peedency and thermore at to any againes at 1655, and calls two trading dislayers, bus classed process of chow at a fight soft work limbs successfully calls its parameters of young to marry s. the first of control of post-tion is control of the control of post-posted from the the second of the post-of the second of the second of the first of the second of the many is logic out when by measured soft to a score out of avoids an ,doods of with problind hy valuence off as not a support and in necknose out to partition (no ta color promi so mus jo fogo pala aved liante noiteneeres sich in reason door init.

and will say of guildingly has maderial the process of supply \$1204000 and whenevely a side of politicities of a reduction stells over communate of majors of size or but neep action symplet provide on Auto as whe should show on half show an even  $(0.8, 50)^{11} {\rm rest}$ afford, hang more group material and to work with us no remember with the spacing and many city analog work that toward distance, produce soft to feature to missions, off of no 3d block prompting formation no fast yne he nothodierset de trigte offe swed. Hada not coupled that to reducent on Ru -many spewarate pus internation 507, §7 1.6 her contractions say partially had previous debivery (believe est retenuque cui to endured fits avoided of sector to reduced ictuit edu os bretitora el sedarcom bisse dutów of denoy to reducen bill to ottan oil; yel forteseres at an orderry reaction with the sec grangoud oile flat ai transfati en cloure sereti liade nonrorquos visia la rocmara dosdi

toolite has about at

and the groot anan yé madatorpada sin ya mujuakerupad: zini ka zanite (i to boolf edi ta damu) minute as brackness of box and an each based of must republicate spectrum to policy module emission residence anerican ar io waxaana ah ogoona tahoand Goal apriles Alcolland events file bars rate film water, therefore, therefore, the protections, and "re-order of these likely, state me a principació parte dibre e nomena la ne

blue to escaled to each fact size with each of the point of all fixed or exception of the fixed of  $\{x_i\}_{i \in I}$  and  $\{x_i\}_{i \in I}$  and  $\{x_i\}_{i \in I}$  for the end of each of the fixed of the end of the en

H.

## 1A4

'Λ Constantion and the pre-وبالمراجع وبريا يستم ويعتبر وتعتر وتعارفهم والمراجع al politicação, base define sel sare par-

Tewally? Re one success. the glocity of spatial states of their states ther evens of the rest red and and follow the care odie enclosely ade to complete has source on but (6) out pd lade not The manipust of denoting to reduce a 9.12

#### rtat) iseleties y eref 2000 N. W. W. inD (selegary suit Sejapasi ( 187 Law We Jab Rolago A and with the week Harmoss E-Mell, Cel. Redordin Develi, Cal. norwell if remel SHIEFY TA PRODIES A

## ΠA

rewolfs) as herd has benerreast of lises has leave -un an grees stronmain and 30 stational pos-

bang mada ang ang awang alawan s wang maga dalak alawan s (i) holdspiciples described of the property of the fight of the property of (assolution of estimation of the second second second to a sel or restary link are gribling a in his elegit straight set has reway 95 you up fournings in world' and and

genzigene in einig ), and obtain the state of the transformed state of the state of the

nogranhae and to parameters with ibilities doubly business in concern, in adoph was phanoisanaque et (me pp. - Con

IN WITNESS WHEREOF, we have account over our hands and scale the light day of May, 1923.

| Games F. Dawann | USRAL I |
|-----------------|---------|
| Jane C. Law     | (Stati  |
| JAY LAWYER      | (BEAL)  |
| ) H. Covesley   | (SEAU)  |
| M. V. Beav      | (SCAL)  |

#7.

STATE OF CALLED FIX. CONVENTING APPENDS (25)

!

1

Contribute 1617 Roy of Mar. A. D., 1945, hence are RELLIE GRACE FRANK, a feature tradition in and for the County of Los Angeles, State of California, personally appraved forms F. Dewson, John G. Low, Jay Lawyer, J. H. Coverby and M. V. Sona, Known of most to be the persons whose names are subscribed to the within instrument, and while achieved in the that they executed the wave.

NELLIE CARCE FRANTS, Notory Public in and for the County of Los Angeles, State of California

(Natarial South

UMBY CNDORSED FILED (N THE OFFICE OF THE SFORETARY OF STAFF OF THE SPATE OF CALIFORNIA May 24, 1923

. .

- -

FRANK C. JUDDAN, Sewelary of Store, By FRANK M. CORY, Deputy.

STATE OF CALIFORNIA DEPARTMENT OF STATE

I PERSIX C. LOWLAR, Whereasy of Space of the State of California, do bereby statify that I have carately compared the nonexed even of Articles of Incorporation of

"PALOS ZURDES HOMPS ASSOCIATION"

with the uniquel new on the hours then, and that the same is a concert transitipations from and of the whole through the bottler result that this sufficient output is in the bottler due and by the proper efform.

b) Wright vs. Wright Mr. I Mice becaute set my band and have considered the Grant Scalar the state of Cartor is to be affroid before this 25th Bay, of May, 4, 10, 1923.

> FLANS C. IOWARN Secretory of State

CURENT STATES 107 STATE OF EACH STATE - 75

Dipsty.

146.1

## SMVTたら

## 200

# PARTICLE NUMBER OF STREET STREET STREET

## 1761 'FT HOR SEPARATY 'S 781 (CR BORT PERAPPY

## SINGINOD

| a v a S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -100XX | 8-10100-M       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------|
| SUKNING STREET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | XXII   | accelory –      |
| สมหรรมหาง / พ.ศ. 26 พ.ศ. 27 พ.ศ. 27                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | XX     | ST2500Y         |
| Cantertes of Membraner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | XX     | ฉาวหมะหญ่       |
| SALAY & CAR SHOOL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 'XIX   | arroste A       |
| ENOISTADIG THIDHYNG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | TITAX  | 120119 Å        |
| A 10 ( 18 V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Π1ΛX   | onto a ory      |
| anang stress)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TAX    | sho ne A        |
| CRACK UN KINDY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 3X.    | 325000 $h$      |
| аян од мозалдирай рам, заки                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 'AIX   | sut tas A       |
| shariginali $\Omega_{1}$ aar $\pi_{10}$ sta $\Omega_{10}$ a $\lambda$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ADX -  | A COMPANY       |
| R400.0036 (183)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 11X    | 300000 V        |
| ពុទ្ធសូរទទួលសក្ស ដំណាមអាចផ្អាខិមិត្រ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ЗX     | A TUDTAA        |
| THE REAL PROPERTY IN THE REAL PROPERTY INTO THE REAL PROP | X      | a costay        |
| PROCESSING AND A DREAD RESERVED AND AND AND AND AND AND AND AND AND AN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 184    | \$109.00V       |
| SUD/CRES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 10LA   | $_{\rm 54000M}$ |
| -194.03 g                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ΔiΔ    | 503409V         |
| PEGERALANA ARA STORES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3Α     | 2001 tV Y       |
| 2040/22/22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -21    | A CHUCK         |
| SHOLD UT AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 12     | 30056017        |
| SIGAO LATER TO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 111    | anta ay         |
| Aswod partoy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 12     | 0.2000AV        |
| ម្នាល់ និងសារនេះ ស្រុ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1      | value/          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                 |

ريغر ويكسبوك المتا Official Records of Joy Angeler County,

to laps Suppling a (a) A service and the service and the service and the service service service and the servi otest yne is noisivilidus er yns 10 - (d.

асперидной ярд. То tolu toluan istratavan jaariihmee jarii saasigaanu ju bira jaraasig gadaslat saasi uustamii lu buwal oot yii aariistavani ke sincer is white it revisions much spring pulse in the installed up to range des samoral refearant robust band you lo massibleset to mobially you (0) (a)

145 !

drive the la contract sets of the end of the set of the second of the set of the second of the set ខេត្ត ( ២០១៩០ ខែ សំពា ៤ភូមិ ១៤៨ សំពី ៤ ខែ ស ទូទាំងលៅ ១៤ភិទា លោក ១០ សូម ដូចនិងវិរាជ ៧៩៩ Fada neurorphic with he -radius practifi

## I MERODAY

## ALMO DAM BEAUSTREMOTE

o (pancar ja dista van isnombene sandrenden ein frie soes van re navele van serioù ein frie soes -htteres to buttered to betegenges developed (a) Itals "adda gardwind" A Landorski, ar & comparis, about le solvation) that and ar adda "boupper" similar bar and only a comparis, "boupper" of Landorski and Landorski Landorski.

(a) in balances require to the top transmission is able of balances require to the distribution of balances for all the state of a state of a balances for all the transmission of a state balances for all the transmission of a state state of a state for the state of a state of the for a state of the state of a state of the for a state of the state of the state of the for a state of the state of the state of the for a state of the state of the state of the for a state of the state of the state of the for a state of the state of the state of the for a state of the state of the state of the the for a state of the state of the state of the the for a state of the state of the state of the the for a state of the state of the state of the the for a state of the state of the state of the the for a state of the state of the state of the the for a state of the state of the state of the the for a state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the the state of the state of the state of the state of the the state of the state of the state of the state of the the state of the state of the state of the state of the the state of the state of the state of the state of the the state of the state of the state of the state of the the state of the the state of the the state of the state o when the ballware internation of the strateging in the when the through a subject to the desired of doldw moleivibelus (tulgino kaę (C. f.g.) nollectud ffols, zbielw so ali, no wan si transmit granel, soli lo opti oli ni b.18 an riterit eli ali ali ali ni tulgi ali ni

985301434

ŝ,

÷



Company, shall reside upon the building sun described in such contract. Such healing of logor size or such costience shall be the sole qualification for membership in the corporation. Commany holdare shall establish their right to exembership to the substantion of the recently of these componenties.

Grouppoker, 053 er Mandet.

 $S_{\rm EC}(\log \pi/2)$  . The following persons shall be qualified to be equilable to be equilable to be togs of this cupty 3674

(a) Persons initial lagar fitte to or an interest in any saoly building sits, except he provided in (b) of this paragroup and provided, further, that no present of corpointion tailing title bereather as security for the payment of county on performances of other oldigations shall thereby become mark & to member ship

(b) Fersons building a contract for the purchase of any building site, who shell reside upon the property described in such ommant, in which case the holder of the legal title shall not be easilihed for mum-becario by write of holding the tile to such building site.

(c) The event of control of land ofjoining or adjacent to said property when such land shell have been placed under the invision of the Art Jury and Paios Verden Hinnen Association in accordance with the provisions of Section 5 of this Acticle,

CREATION OF

Section 3. (a) The succession by a Mesintassie grantice of a field conveying to him such real property as to qualify like for mosthership in said Association and igas facto constitute and grantes a member of said Association.

> (1.) The acceptance by a purchaser of a contrast of sale overrow soch tosi property as shall quotify from for memberally, together with the ant of resulting thereon is such perchaser, stud ipso feats out cause will producer a member of and Association:

ten Man andress of the Breisbury unaliza del sipucco a a quinta d the indication may be weeper as depute all favor of all thank pression on the the basic control factoring

Meridian C., Whenever & environment at and ed. 94 (ALCON 09) Mengresserers Association brasilies despathfied for result actality, is becaused previded, such period shall ipsuitable coase to brits more

bor of said Association; if the member holds the legal file to more than one such building such 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 failding tite, then upon south transfor locasing to be the boilter of a contract for the purchase of way such building site or upon a strating to reaso upon the building site described in such constract. A commber finishing the legal title of record to more then one building site may transfer manpheiship with each building sits transferred and retain mem-Lorship for each building site not numferred. When a huilding site is owned of report to court tenancy or tenancy in-occuyour, the muschership by to such building site shall be joint and the rights of such morphers' ip shall be exercised only by the justic action of All awners of such Luilding site.

station 5. No membership the shall be charged, nor shall members by required to pay at any time any amount to corry on the husiness of the corporation, except to pay unimally the maintenance charge or asses-crent, which is or may be made a lien or the respective properties of the members, and such other liens, fees and obserges as are set jorth, withorized or permitted in the Declaration of Establishment of restric-Bons and conditions of Countronwealth Trust Company, dated Jupe 25th, 1923, and interded on July 5th, 1923, in the office of the County Recorder of the County of Los Augebra, State of California, in Volume 2360 of Official Records of Los Angeles County at page 231 and following pages, or any amendments thereof, was set forth in any other Declaration of Common wealth Trust Company, its assigns or successors in interest, applicable in said property on file or hereafter filed in the office of costs County Recorder.

Section 6. If at any time the sware of owners of head adjoining, adjound on with in a distance declared internable by tay diconterp hereof of any purtice of and proerry shall sprine with the directors have: ic hold, will and convery soul land tubicity ex conductions, relativitions, devolution, resol vations. Rens or sharpes set leads in a duplaration of reliancions by such twoo to assures approved by the Board of Dises. one of his corporation and the Art Jury, and such agreement and declaration ere

[48]]

First Ast-10 Memory

Agenes Ars 64 Contract (

## U BOOLAY

#### #EAD OF SHEEK

------ soine au wellel add of galbreeces lettroute to dark non-angue sid, lo credatur silt le rawor Antiev all againean strongues for tA

liousangano oth to stoderous stalls. Anitu u eroques erds la posterior dans underguner (no se etax posterior) la escal l'ada nella sent lo (n) in polestic as almost (n).

and ye bled it doldwar stir oth isons gai Mind to maintain lates with or large states by the needent to deep a mailteneeder of endfored with its gradeout which is realined thug an adain out ovail find as anothered and astit promote Abit [age] grabled not states sur la radiate con presidente star to (b) at behaving solvered. (d)

shi ya bataroa estis gribitud toʻtodmun laiol ant labre llade as governmenter ster guard an asso of rught who would findly seems. and je experiment to reaction a separa Aria forg bise call to anistribute yne o'i beresel a paind to noral to unit and to the suit and toounal a stange busied good 'qu'atfaced such the (b) is behaviory as equal (a).

inderedd. this sue are at babitus at yteringlor lisse atte publicad bine he enseatorny to see -pivo locavas sul germeanio in general indi-TEAT TO COUTRY TO UND OF ANTON OF TRATE ANDER DO QUESTILOU AL QUALITE DU POL DARRA EL site publicited is of stirl (aged rest)?? (5) หระจะก่อยป เป็นเป็นกิจ

## HE STREET

### SUBACE DIVECTED)

wath of and most steroille real inducer reflers a and serviced to coil summer out on an upper margaress loop weig als heighbolden sigt in weighen de Hots and encounted by Frend P or Moreever, and chand polition saivroute as apreas (leas ແຕ່ປະສາຊີເຫັດວ່າຮູບຊາ ມີດ ໂດຍແມ່ນມີ ລະສອບປະເວດ ຄະຖິງປ

## AF STEDENY

#### 756352383.20 (08733.561

| cl [ must at the hologic set  $R_{\rm M} {\rm stresset and the distribution of the distribution$ through one seeses night first even of how press each to bring a not evol time coust and to believe a net and the set and is follow a reliance tawalfol as scontant jerð oð millsvigs of steilstatt and le grif encounced they been been by the totage of the Several [listeriory shell be then he was as

> magane of any tracts you sold autotive contractions and the second uvai derelacieat finda yni, wy ant fine -ofeisia off la transminal an ant ennesis ber teri partico A property prime all collections and property of the property of to mutativent, sitt sin a glasnic resultd success has greater of the month about 21 creationsy have seen again the major report Juilto francistely strangery three stations new recoil scheet role" of grainscherer, at zanta of Baix Resard Inseletin dure is colored mergane for an esti-Bud cost off interview Care Cost 56 Doord pur Anarpare were spins and "Gavload showaassa sayasi mafaa har saqaa i are ni 200 hasaana si radi sadi haa will of and ston with to the business control but of at rewrige and findle product A. ... leas non-super chir ly grape dd i'r fraud ad active out is growing all the pairies all add to some with at boly toops colleaver

Andle bue more ad at from our of gradient han having conwords en only interpret for any route in a et redesprig einenden und generalische reach or patients of some contract, nee wat is base one can be graded. fore of felands encoded buy ad mainting sala buze noqu yeare noitoitezith ati to sunst add to monethed and style by storage or whereas w serving could the meaning bobleoing and: - major sid to introduce a geisseard adus as he man densities provided an proma to considered the Algoriant areas likely. actuation off. To refrire our rach the shall dimentify has releasing each lo sail per sources of anith we wanted and define an available and an available. Available specialization of the second second result of the second s without see notice or the state of the more state of the -good shalls in records in flow weal lightmaineverges shirt to reducent theft. 1.61; ali mi ilinite and sits at the marine main and ilinite and sits at the marine marin Marine mari our partient except three persons who use of the time of the second state of the second secon viti le leuture bus noisceasers ad, ui re gewhen virgining the event of these sub- by when the presenced due -sound on the la maintain of a notion? A material the sound of the sound of the sound of the sound the sound sound the sound sound the sound sound sound the sound sound

AT \$3940 Mg

5216

890VUA4



of along space. The Bread of Director, now the tile of period the ethernor prof participation of the second second second provide the states of the tender of the Board of Directory who visit have been norse et el la company de la compaña da de Recolas Bartes Parcultas

WARKPOOLS. general Bokey. or Descripts

Seening 2. Magazines in the Board of disertory dial he liked by the constituting Directors when every alled as a Board and and appointeer and hold offer mail the most Association Special Meeting of the anadors the actor at which time an electear for the anexpected perform of the treat shall be held

Service & The Directory shall have Frawards 1 F Dep to the prover of

> the for call special existings of the and the whenever they doors it accesses y, and they made call a mention or any time types the written report of members holding the legal title of record of 30% in current of all said building altes.

the Theorem from their own number , prevident and vice provident and to appoint and remove a seerclary, building transitionity manager, and as herein further privided one or more membras of the Ary Jury, but ne director shall serve us any of such officials; and subject to the incluse pravisions bereat, to sclapt appro-prists resolutions preserving their duties. fixing their concentration and continue from them subsidy for faithful service.

(2) Except as otherwise better prowird, to conduct, manage, and control the affairs and brainess of this correction and to make regulations and callings not to consistent with the laws of the Since of California, or of the By-Jacks of this conprogram for the guidesce of the officiers and management thereast, provided that not like then one fourth of the provises of the total ansual maintenance charge of assessment, mentioned as Article 1 bertof, shall be appropriated and on ande for the sale and had support of the Park and Bactschan Bogol as perchaller orovition

(1). To determine its switching of pro-(a) (a) parton Conduct Interview data (a) compel symmetry of Conducts

 $\{x_i\}\in \mathbb{T}_d$  determined by and source an end of the nuclear strate of the order  $x_i$ ment recommend to Article I hereof, and such asker charges or few as it may have proves up juderbrains and and to fix the

rate per creater of path matrix capies charge in resolutions for her cover 5 any receiption the origh projet tax real condusted in all porpuses for the use sunness have year by the City Conned of and H Cuy of Los Angeles.

(O). To make all associationly and the metalos for the standard of steamer, for the grovention of fraid in device and for the recourt of the lothing of ease of ducin or Caud-

Section 9. It shall be the daty of the Decenzion Directors:

Unaperates

(a) To more to be kept a complete record of all their musicles and acts, and has been not to against an it. To present a full statement at the regular anated asseting of the memory showing it. detail the assets and listill issue the cupossible, and generally the condition of its affine A modifier someower shell for preserved at any other meaning of the mouth here when coquired by pression indiang of concred the legal title to at a west another of the said helding stors.

(b) Examples otherwise provided lower ing to supervise all officiers and sire that their duties are properly performed, and cause cretificates of membership to he issuch to the members of the corporation.

(c) To hold, after due notice, such public hearings as may be necessary or ad unable for the modification, amondment, or populated any restoutions, conditions, covenants, reservations, liens or charges applicable in any property subject to the juried stion of this corporation, or endying for accuptance thereof.

### A REPICT E A

#### METTINGS

Section I. The annual meeting of the Meetines of members shall be hold in the dity of Los Measured Augustes, County of Los Augelos, on the success Treesday in Linuary of each year. and shall be called by a notice in writing mailed to use homes does not be large brown phose of sestdence or indices, or directed in each memour at Las Appeles; such retime is he deposited in the United Stores providencias fans Angeles ar heast om dwie presenting the date of non-sing, and possess the sea note by proposi-

Appended meetings of the annetwise shall in keStal in bloc manner store for days and the second

[ 50 ]

independ only fits table explained in the life million millions a prive la llot ni ach similary has patiented add and space of limits and brache in the brack and be been add by another brackers. I have been a stranger of the second se แต่ระจากต่อน เป็นรูปสัญญาณ์ เป็นการมายต่างได้จะ ers guilos acut hososte ed libita national i santaaridi jarah jarahay jovitsanilla 1.61 ing advected genil on another line's noticel lensel add ha egrid moort add he faqued oser to norrelagar yreen forr en ee ekt. Ig ant coon paratua par sociluiorar st of roing reducion data of indemned herioser titles a pair pratice in praise using each fank mitsuger sit weine flut mich fink Rochent from with a contracted from the store ship special is easy no stimpose to successively are of an apple endance and all basic rand and of from howard of floads astractogen off enoimisconqui lo racidile alli al berdisoo of these enclaring neighboring constraines self, reflection however grant soft have duide tooldies and of theorem of their tenergephendels aupreas scorpgadure phena

## VIGUCTE: AB

#### 197599-36 C

huwon H Solitional along of employing old ye owing the source in the network internation of the Paris Research and supercoved to substill is bread on Psocrature

In products to evolve with both the contrast of the solution of the product  $\beta$  and  $\beta$  and  $\beta$  and  $\beta$  are  $\beta$  and  $\beta$  and  $\beta$  and  $\beta$  are solution of the solution of th here, and is thanke of the steel many follows erte autoreru none la 36 36 tran roa (263) any endaired of bourge of field hold have founds) goist and for the still 1.LEF રાજ્ય પ્રદેશનું ગુજરાતિ ગયો માં મુખ્ય ખેતી માં કેમ્પ્સ ຸດທຸດລະຊະເຊັ່ງຊີວິດເຊັ່ງຊີວິດແທດ ອຍູ່ 2003ສາ ຊີວິຊີວິດ V (ຊີວິດເຊັ່ງຊີວິດແທດ ອອຊໄທ ອາງ ເຫັນແດລະຊະເຊັ່ງໃຫຍ່ມີສະຫຼັງຊີວິດແຫຼ່ວຍຊີທີ່ to whene issued, the number of blacks so ມມາກ, ປະຄະດີ ແຕ່ປະການ ໂດຍ ແລະ ເປັນ ເປັນ ການທີ່ -posib and or hereesters have been out there cruzergie ein diew ynsteusse ein yn hruser ynd (konsern oneredt iser [sind]e fan tel acression of the state of a structure of the state of the structure of the structure of the structure of the state of the structure of the axida a padmina toly na rovideli a iquoteda promote to second a statement of the evolve energy to reductly out in Expanying to createred gritting in the lots are greatered actions which have all buy participation of a sub-

> second represented with some sould dense dury to too of our and at after of special distribution of some publical row अस्त के Kookom एक में में में कि लिए के पुरास private set as the science of the subscience and when we pade state on the gradent of

A bibliognous and shale show out para war of sep may unoder som ansad worth produced as a contract to the correct of Area in an and an area of the second second radi natero a lie cederan agi l'inde and in the second s ate streastering find from some bedriverin effektiver og som en manal or evide of fully base a 64 balance of the way with a stand of a surround streption for prising on proceed pointly.

rengwaek ger boju soup are note aventure ad that bread ang go Buyyawar puni besquis et proposition fine bree good note covering bus out has od llinte colora la source en Giugariana postenation poli la source, suit en bouces ນກາຣ໌ ພັດງວນ ໃນປີ ລະດະ ກາງດານການນີ້ ນີ້ແລະ ນາ ຈະນາ ຈັບ ເມື່ອຮະ ໃຫ້ພາກການນີ້ ຮັບການຮະ ໃຫ້ ມາ ຜິນມາຈາກ To study out posted such must recall to recent entrate and a first lifet assumed and the rate of កាម ពីសំខែកាំ នៅសំខេត្ត សំខេត្ត សំខេត្ សំខេត្ត sc250 ins9 count feeloff said at painteepole уй дийлова райло или колонован эл ул уй дийлова байло илис во научу об йлај. egationous latoopy and your solution in he nut le controut off agencient incluger out que exchantes le factorit aut le quertour induger exchantes le factorit all'anti-angle de écon open to Application representation of a Sample Sum survival be break all why believed and Andre of the network with it with (C) side to equipate excitately a subsequence of an encoded of the boost encoded of the boost of the subsection of the subsection.

30.32165 wheth he wheel we done we united pa reduction of your having all beau mediation with init of Array side on heithouse source M

₹.90g stan of used of Body contrations that it scores but so padd to symmetry LA

### TA STÉLEUV

## CRIME REPORTS AND ADDRESS OF ADDRESS ADDRE

estodiničných unice studiný statulju († 1980–† 1980) support a contraction prime de la contraction de 3d Alice the back quarted on timed self.

A DEPENDENCE OF MALES



as when description sufficient to identify Such signatures need but all the place be as one poper, but the circulator of every such pages shall naile an affidavit that each signature appended to the paper is the genuine signature of the porses whose mente il purperis la loc. All such papers ein li be filed as one instrument, with the autorsements thereas of the names and addrasses of three persons designated as Ding the same

FUTARIANCION

Section 2. Within the days after the and Auture filling of the pet the the secretary site? MENTON ASSESSME WEATHER OF DOL THE PETITION 15 Recaus signed by the consistent number of mom Putertous, heast and shall attach thereto bis persificate showing the result of such examination. If his certificate shows the polition to by insufficient, he shall forthwith so notify in writing one or murs of the persons desig nated on the peddue as filing the same, and the period may be arounded at any rune within an days after the giving of said monde, by the flong of a supplement they pointen upon additional polition papers, itsued, signed and filed us provided Justim for the original petition. The secretary shall, within the days after such amondment, make like examination of the amondoù perition, end attuch therate his contribute of the result. If then found to he insufficient, or if an amendment was much he shall file the partition in his dime and shall outify each of the persons design nated thereon as SEig it of that fact. The Snal Ending of the insufficiency of a petition dist, out prejudice the filing of a new perition for the same purposes CALLING OF

Section 3. If the putition or subsided Botsit's perform shall be contilled by the secretary FLOOD ON 16 he sufficient be shall submit the sums with 15% contificate to the Board of Direcners at its post meeting and shall notify the diffusion on directors whose remeval is should of our station. The Disaid of Dienters of all theraport, within ten does of the string of the control y's continents. and a sparse members whether in the propries of a receiption to be load not less than there are name than forey-live days threaden. Mewiden that d as an much described anyoing in the schem within they days after the mouph of and partic gath, my Aund of Directors stay in Dr. deserving provide has the including of the manas data to state of such assessed eteróne,

Section 4. Unless the discours of di Funk of rectors whose removal is sought shall base. By sirresigned within ten days after the reacipt to Recard by the Board of Directors of the supplicity's Distance certificate the form of hallot at such size tion shall be as asarly as easy het "Shall A Le recalled? Shell B pe seen led? area, the asyme of the director or directors where recall is sought being inserted in place of A, B, see, and the ballat shall also contain the names of the conditions to be directed to place at the sum recalled, as follows: "Condidate for the place of A. if reculter: cancidate for the place of B. if recalled," etc. hus the director or directory whose recall is cought shall out themsolves be randidates upon such \$526;

In case of pieces solving for or against the recall of any director the members who are holdons of record titls of two thirds (%) of all said building sizes ewood by mombers, shall were in favor of revealing such damage ist shall be thereby company, and in that event the candidate who reneives the highest mumber of votes for his plane shall be elected thereto for the zaanno of the unexpired torm.

If she director or directors sought to be removed shall have resigned within tea days after the receipt by the Board of Di sectors of the secretary's postilinate toferred to in this section above hereof, the form of ballot at the election shall us the same, as nearly as may be, as the form in use at an ennual members' meeting.

## ARTICLE VIII

#### OFFICIALS

The officers shall be a President, Vice President, Scoretury, Building Commis-sioner and Manager, which officers shall be ciected by and hald effer at the pleasure of the Board of Directors, except as prowided herolog and a Park and Repression Spars, Planning Equil, Health Board, and Act fory as provided in the c Bellows

### ARTICLU EX

## TEREVENSIONS AND VICE POSSIDEST.

25.5 Bliefd of Directors shall at their for the resultant meeting, characters of them number to get as President and another to and as Yose President, to show for use year and and their we cause are derived and, if at any time the President also be out alie to bet, the Vice-Provident, shall take (i) place and perform his duries; and, if

[ 52 ]

#### IN MIDH 97

#### #3NO455594.000 09497101 0251

and to b doffer two gradient gas to gradient blac-skief (grade to and fluck todiscorput side to yes dow and even or trian to note moved of and yes in you about a starte such and all restantions on subtract allocale autise pé l'a mogne barreline, andés) leus ensue of the subbase of preque pass accludes in some mass pass calculation po notionaliante ede bren arques bate propen Here but approximation by more beaution? ណ៍ ចំពុំស្រុក ស្រុក សំពេ ភ្នំនាំ ខ្លាំងសា ចំពោះសារ លោក សា សំណុងស្បូរ សាស សំពេក្នុង ( ជា សំពេក សំព initial has at cost withink more as had all nothing is had no highly the sales policity from Data 15 he and off an eventgestic reac finds nur jatestig pinden is ovree ei General 1. The formation of bluidings for the or charge of a thilding Commis-station and at Directors are an anney by the Buard at Directors

iscoluting of the molecular sector and the sector sec tion strates the drawing trades proceeded with dare guidelighese yi agrinlind pareers gin ni bebeleni yilanen eua armininger to bearing an bus the combod, and reavenience for the formation to the sector for ment for make to sprace of poor tealers amisional dans guidathai roiseadh guadhail galbind gris ii lealaine gliocso an se s gaitodioo hus gaidam tof four renois simmed galblind off ye arealismed box is a straight of the second se servity intrategory gaiblind to states add not als word parented lists suttonid to brack with & soliton?

more need even agends in comparison tofic rolent gradients reaching contacts ាក ក្នុងដែលនេះ សាមទាំងព្រោះ ។ ដែល អាមើសរុលសារ to considerable onest of parts of small ones. there has been at the standard standard maid to fixing with think reason were to wither believes theory, ions retringates sleventipelle av slevergen vielte indage skin to segne alle ut brev gå brossi på slever comment quibilies. He be abouted optical figure cesteral transmission of public of the read

defined advand a

เวอร์ข่อนี่ ขู้ชื่อ จุลรับโซเซลิตก รอ จุกรระวได (255) Rectly documents Andreador at the two policyclery sources does do configure to the of profile grave neers where here and a neers a smooth will be a survey

> new holocost scole is homeopy William From Same and an analysis of the second for the second pedual such with set better and fracts morter wells out to construct free sectors sets the the trace of the surf track of the surface of a surface of the sur

> rapse Shupper and weat first the second has second and to the real in the while it likely in the

> property to brind set yi charantari la bin qu'avalinaa la rusa baarta kan mediaval diadwigalanyi ka often du heliooft in ens thich day

> concerning to through our particular plandare of you as sough and draw rounds and provide the second links of the

> remented livio grittine cui station the representation is the rest of the rest istical of the receiver and the first the official light of the official states of the second states of the second

#### X TIOTAN X

throw of the sussessere of the Bourd, we have a store inde succerif to beed ed? A MATREDIZ

out to have respond to bread out to spin To leave a mean of a large process of the Contend quivelet admission

a statestica existent participation proclamation bue the line of our protected to your quest planaizers replace section Magnords and off adore for decision secondities. He represent -cure bus or the or pointeraction and is sate of erla ho forse afteraugnes soft igness off. S --itten standig to stored off bree contraction

.....

istraquest?

------

destanda multiple elements have a group of barry of row independently we called  $\eta$  a consider  $\eta$  , consider the set  $\eta$  , consider the set  $\eta$ we had a serie of a control of a serie of of physical presence with the rest of the menually we prove the operation of the acquest anore plan exercises the level of the

stelling. To then a dust it is that for the president state of the stat of avoing jub he wave, of fore quiened strait for the Reference of the property of the sets that we are a set of the set of the

 $1 \le 1$ 

į



artaultur, ingasyancos, pork in 1990, gen shift secure is fini-flag include and a Cryof the second complete the state of the property and opportugi of the Building Commission and/at the Art Jury, in the same manner as required of any private aware subject to the jurisdiction of the Bone Associathat and dis Art Jery.

Sources 5. No pairsing permit shall be issued by the Building Commissioner for my highlighter in an end on any part tooseof orders and notelly conforms to all the then regenancials of ordinances of the County of Los Angeles, Celifornia, appligalda themat, and in the Colifernia State Hausing Act. State Torrisont House Act, istate listel and Lodging House Act. State Dwelling House Acc, and all numer State Arts and requirements as to heasing and securation applicable to incorporated sities, and shall have and provident thereis a shall have the same force and effect as if property were all within an incorporated city of the State of Californic, nompt such medifications and variations (beyone as may he adopted by regulation by the Buard of Directors (As amended Nov. 14, 1923.)

#### ARTICLE MR

#### THE NARAGON

Cat MARKARS.

Section I. The Merager shell be the could executive offices of the cosperation He shall be desce by the Board of Directask solely on the basis of his explative and administrative glubblications The shelps, shall not be lowing to involutions of the said property. The Manager shell he appointed for an inconsite period. He shall be respectively the Board of Direct they is removed at any time after six mentles ite may detaund witten charges and a public bearing on the same before the Board of Dreators prior to the date on which his final removal shall take effect, Aut during such beapsg the Band of [16 objects (pay subcord here from office, forcing the shorts of disarility of the Manager the Bonni of Disarts is shall during a de serve statutiv quibfed doom to per-I manifie during of day class.

257498-592 Durine par

 $\sim 550\, {\rm mag}/2$  . This Metalger usual but the source should be to the Round of Directing for the For Manager process observations of sel offairs of the for same field to that and their make all biologicaniae acetti an opposare homojaj in there Bellows . Everyt when the Board

of Directors is considering its screenil. be shall be putitled to be present at climeetices of the Board of Directors and of sta committees and to rabe part in their discussions

Section J. The Manapar shell property Arstead and submit to the Baard of Dilectors the Report. mound hadger also modelying estimated made by the boards of the departments

#### ARTICLE XIL

#### ADVISIONS DECEMBER OF ARTMENUS

Section 1. There shall be administrative demotionents die fullowite

Law, works and milities, salety and wels. A ministery iare, library, and finance, and a Park and Darketwick Remention Bourd, Planning Board, Humble Constru-Bourd, and Art Jury, the Constitute of which shall be preserioed by the Board of Directors except as otherwise provided herein. The Board of Directors shall fin all solaries, which in the clossified service shall be uniform for each grade, as established by the Service Continuates and the Buard of Directors may, by a lear diffevote, create new departments, counting of abulish existing departments to establish temporary departments lo: obecial work, except the Art Jury and the Park and Represente Board and except as otherwise provided breets.

Section 2. At the back of the depart () grain or ments of law, works and militizes, safety and welfare, Blurary, and Spance, these Department situali he a director. Each director shall be Chosen on the locals of his general executive and administrative experience and one gaining and the education, calified and experiments in the class of work which he is to administer. The direction of the depermane of law shall be a lowger: 2 Me library, a trained librarian; of works and utilities, an experienced and quelified an ginema of spirity and welfson, a plan who has boil administrative experience; of human a man who has had exercited in banking of other financial matters: or in each cone the parene must have tradered active service in the wave depotentiate in this or some door compactive. The man more may opposite and advisory habits Bound to solve at its pleasant and to of cise and and here and the historian te Element matures, and free other advistry hoards

[54]

Энели ба с

ы

an ac soffic biod biod bios of which address at the subsection of to noursell and tool flats any yorkards to rearistration hanner gest lieus bewill bied - Sawarad

we want the second s

apivore laip serieshoss of all bollad set year of without to Suppose series to press out to the -ກວດມີເຖິງຄ່ຽວຄາຍເອດຈະສາດ ໂດຍລາວເອງດີ ການ. ແມ່ນອີກສາດ ແລະ ເພື່ອການເປັນອາດ will you find based birs tobor coopulate In huse conservative particulation average for the properties of the pr no side to buy brind they to Medod of tink pleast is of the Busick and who shall in anko kied fleds odve öre 47 sekret and the manufacture as more than we leave Architert, to statistic bland, such a der Bost start also started to the lines start The Park and Remember of all \$ 100000 S

: Appu sus surved in the list back the source of the second state of the survey over the bread

many to synth they evolute the breed notreates find Arel with second proof not second has due for the multiplication, and or of Directure to retablish, change and/re-te-establish the grade of any foultwird, and surporty by regulation of the Board eline) and stopped the second familie of the second states active to the second states and stopped to the stopped stopped to the stopped stopp ອອກເມື່ອຣ ອຣາພາລະມາດ ເດັ່ງການ "ອຣາຊາລາກd "ອຣາຊາ regulations of the Bossel of Directors, to yd yfrodino han Invorgas sei driw han and the tobal his of said land, and by anitropics sidt to sustaining ait to and and not enough updo bin scars inclusion ายารระบัน (การระบัน (การระบัน (การระบัน) 1916 - มีการระบัน (การระบัน (การระบัน) 1917 - มีการระบัน (การระบัน (การระบัน)

provingendes services generation (sources) of but services in sources of the services of the s s equip reprint the second control stands and the related site when she associated to it Chai, Jahong Zurmunwa, Several Alifi- 15 (2020) January and January Bandary and 2020 January and January and January and January 2020 January and January and January and January and January 2020 January and January and January and January and January 2020 January and January and January and January and January 2020 January and January and January and January and January 2020 January and January a Yeak we use pair tanoo amaa sarmi mit control provides under immersionelle aussere speed straight typed by pure star sea ment free fortime the region of (4).

(a) and a second of the theory of the second of the sec

mutation of an enought with addi-should be up out of oth further thus wight of savoral avery special transitions of the last tioned by postimizing build of the lower bru ressource sciencents to tried off toganese at sterroring and a starting to starting and showing the story of the light of the adim limb you hat animore as impat early of their rate score to report of autrolle viction de le actu of brugger ob angent liste volt atronttopre real studials under the matches matches with nat-an tunn Sorther in andre matches and sub-sub-TOREBURNESS OF THE ACCORDING TO A CONTRACT OF line mean believing when our percention of the Joans's strolle bus shrowl souths and twinstaction of has successing inconcorder or T - 4 reduced

spikeling par-

#### MX STOLAY

#### NUMBER OF INVESTIGATION OF A STATE

greening of their endment by more prove to each the firm of the state o ga mathanan a lagt bag azalarah ini http://mwa Hade crackly educed unefficiency evel-- 619 - L R BURN HALFS IN SURA FILLS I THE REPORT and an part with the own they into he was the uses way maps from some incorrection ingenia locale gravitationality posruosavado en el lo anos lessão a du el cogonese estres le lo el el lode comparadores el solimitize to outboard at as each work; to eren e taj uzionika ven koj ostajadite vr listly specchate and endances down in most all do animalyze all it has provented de lest real, lo atsh ait novi conversion the bits out in one has shown of the output likes reduced and by oper edit and mil te energeneration for the freed proves in the second provided the second provided of the se (3) worth he boiled is not not he limits without le mur sectle fire granteric hus reces diformi reads to ground Hear, regument out Vd burden answroe would brie regeater wit South of Properties Department of Parks, Souther forestry, Masie and Easter the part of the control and man-summer of a board to be brown of the summer of a board to be summer of the standard from a summer of the properties of the laster of the summer of the summer of the

Cas I drawle wit is more you without a set

0.03241.62422

CL03001587-3522

any port

OXYCG. V.O.TAJ10223



for the up and benefit of membous and or for the improvement and development of each property, class plots and other proces, and all track or physings, within the lines. of knowns, carbonys, walks, or other cosements of rights of every, or on school or other public grounds by arrangement with public authorities having juri-diction these in, and every as otherwise provided hereinall improvements in, on, or upon the same belonging to or motor control of this exiprocessing and on such other grounds and thoroughtairs as may upon the monitories dation of the Park and Recommendance he planed under the control and management of said Board and by stel with the apprices) of the dustri of Directors to consecond, Suprove, adara, regulate need mainthis the same is such manner as it may dogan heat, and to establish a withh of sidewalt on all brokewards and parkways. And the Board of Directors shall, upon the consummation of the Park and Rectortion Board, poss regulations for the conted and orderly proclament of the same, and other lands subject to its control, and preserior acadities for the violation thereof. No Luibling, structure, planting or improvement of any kind shall be second. constructed, alterni or maintained its, or, or upon any lend or portion of said property under the judgesiction of the Park and Represention Board except with the approval and withority of the Park and Beccestion Board; nor shall any land m and parties of said preperty by arguited or leased by the Boness Association, corany property more subject to the jurisdiction of the Park and Decention Commission he at any time cold, conveyed, mostgameri, izoned, excentioned, or in only way disposed of accept with the approval of the Park and Recontion Reach. No building or structure for any propose other than a park purpose shall be contract, constructed, chered or maintained upon any land subject to the decide ice of the Homes Association, when such land has been norespect for park purposes only

(a) To plant or coplant, trins, cut breek, remove or ceptace, case for and/or maintria hadaas, tars, parales, or flowers on variant or indiminance loss of our other prisince property as far as may be permitted to the second to a spolitolde threats and the oby allowed, and to remove and/or to manage, words, or any enrightly or abauxons thing therefore,

(if) To make such agreements with rounty, township, state, national or other public «Scials, or with any concentration of individual, for and in hebal; of the numers of said property and of this corporation, for a division of the work upon any property subject to the invision of the Sark and Recognition Board or fur the care, natiatenance and improvement of the same, as will couble the spines Association to co-operate with the said officials, corporations or individuals to some the greatest benaßt to the sold property or portione thereof.

(c) By nod with the approval of the lower of Directors, to accept bequests and demations, and to take and hold title to real scal/or personal property, and to administer and dishume nucl-or dispuse of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

#### ARTICLE XV

#### PLANNING INDARD

Section 1. There shall be a Planuag liberd of five members consisting of the Manager, the Director of Works and Unlithes, and three members of the Pouce Association, one of whom may also be a member of the Park and Recreation Buard, named by the Monager whose term of of fice shall be for a period of three years; provided that the first appointed numbers of said Board shall so classify themselves by lot that the term of one membra shall expire at the road of one year, one at the end of two years and one at the end of three years from the data 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 unexplicit portion of the terms Said baard merglor's shall serve without compensation. They shall elect their own officiers, adopt their own rales and condititions and shall used at least once a would, Three board members, at most we of whom shall be appointed nur-boys, this constitute a quorum for the transaction of business.

Sperron 2, The Flamong Fourth shall SECULTARY appaint a Consultant in City Planning in ant Ornital advise the Borni and a Sciencity who stain Emericates more some knowledge of city planning The Fagmen of the Dipartment of Works

[ 55 ]

.210d0a1014 30 preof off year selected by the Board inconnection in the branch accommendation of the second form of the second states and the second states and the second states and st in teget of listle durit for sinderning of no bettering and it into gailing statog yas garvlovei sustantid lo brud uni of police of the ballongs of boirted hornes.

them of links the cost shall be merisemicorrection from the second time off to realize ายุ่งๆ อุเษ "มีสุกรกว่า (รอม ควะผลได้อยุกาวบุร parters and year year by your disting chienterantari nel mamori a n'alaree este liseds frow grinnel? odd to recent summary must fourth to fush a brand part **34**].]. and and yel share avoitation and the hus was an very all animb concented to bunch out to applicate soft has user out animula energenel is inspire and the first of the seed gainands' out is solution and gainstance transfer destinations and and the second solution of the second s LANDA The Plant & Board State and a submit while (b)

#### VALACOR XAU

#### GRAON BULARN

a man one providuper day volt operinvation start that are officers, tuz>; shi to pridron beargroup and rugaruth out yet fuelled and that's relarized an ensured are styled and look or to potering Is such our near reasy south to anot a set regenated will be appointed by the Manager cose sid reducers does to must odd to coid eniges on to bud, theretaingue post dort to stell officers? story could be back oild to and has shown is he can be have and one ond je hus adi në shiqne fladë redshasa one is most add tails fol yd sawjasmodr tend and their your provident in the first state of the first state of the state of out a set of their and crow like is outlin to man and the substance of the fourth Medical and the substance of the subst req earest to tail a most barbeles of those eredmans bive to sup rased to tails bulivory ensures washing brief the water water and a paper Mouries because of their beauty interest Manager and Eucen pursons summer by the when the Month Reard examples in the sageners has frames rel tohround Rads the Beatment of Heath T untiphy

admine s store bund

[33]

synappid files in the block of the years of her pilling de course at loonest erawait w telorge latte base of all theory and all theory and all the second and all the second all the second

> ideow its fally and off a set of set. tim amining sit is disitw associations only annothing only only too is solution on the ρικού με μεσιστούρη το σκοιμο καια ακοίη. fier of transported finds bandly gained. sith and recorded and and the street or function our contendent suff in show 201 rearing a bit do gritt or beargread and an mournanes open of timp rependence and ad liste i bus bred primeel' set to result the table as serve one that said this loss

າກວະນະຄະແຫ out to the fatome with which sources with fightodw multicoseA ramoll with the gradiences and of finiting of finite teverppe these mentalized spinol of hi noisely գթայլ most any magneticus (portund sub pordeu) ra tall indefections to indervisition does terungia min, or more composited in the arrest signation of the angle of the arrest signation of the a frisoff gammel's off the finance' was around gal to strongers and hus first your line, that hus part break game? off De-

acterizada transmitte gandieren die no word which and it has sufficient through the source with the state of the second states of the second states of the second sec woiling is the southing to containing time ensuite other particles have gradered ومنا عصب وعطيقت جمين البساني فيتقاصهم profit instants of reducer risk's free angla op bils more troper bus references or timegons in mapuatro taus surf in spoar (000) bue publics hearing produces a default with -renal polyclosics why which in the renauted comps, prov (toward and up wave a spin and Isoney and to incurrence of and an application where the constraint sector of the most mammonet bus existing others of aviant of page possing or Riguingly App go stations adi to Econolisi Houri geod or Lucof gain and wit to your out of finite it. (a)

direction service ended to the end of the web grade walder trow Stagmand Start wi unge kertan på floris fansjel spirerarij och so structured to buside oils for the region account any fund to do include to story Read much be recordered at dealer views the recently connect also convert ". howed with our card to solve the solve some at to brind successful out has greatering shanni quise coder de prenig Minimali, em in the cash we do you codesid to head set in common best mean Under Paradi in we was in a standard with a standard of the st solad not relationable formers and gar -roally neinsurgnos sid: to shrawd to gravillo Ampould to losse shift, ease (1A - to).

Ì



obo shall an as Chief Executive Officer under the Board, by dieffice at the pleasure or the Board, and who shall in brhalf of said Beard and of this curputation have charge, supervision and direction of all work and of all oddeers and employees and employees and start sold may discuss any officer or employee under him. The Health Board shell have charge and control of the edisio stration of stylicatily and stratight measures within the (aduation of which structure and the

#### ARTICLE AVE

#### 11.1.507.1013

The Pake Valdes Art Jury Section 1. appairted by Constanwoalth Trast Utmpeny of Los Angeles, April 52, 1988, is hereby adopted, confirmed and established as the Art Jury of this corporation. The Art Jury shall have full jurisdiction over all famils and property user which Pales Verdes Humas Association has furiadistinn.

Approvation Sminars, STODEWSLOWS

Section 2. No part of the said property and/or of any property of any time within the jurisdiction of the Art Jury of ul Pales AND GENERAL Vecdes Homes Association shall be sub-PERSITIVE divided, laid but or improved by stress work, buildings, structures, loodscaping or plucting, or its physical continues out into. altered or changed, or any promises maintained except with the approval of the Act Jury as to a emiliens and reasonably high standard of unitatic result and attractincrease, in exterior and physical appear-ance of soid property and improvements; provided, that as to any original layout, enbrivision and landscaping of the said property for Commanwealth Frust Company by Olmsted Brothers, Landacape Architecte of Broelding, Massuchusetts, the Act Jury shall not have any iterisefiction or power of approved other theor to make ang go bing tabus specifically required to do so by Commonweath Weast Company; and provided also that at the end of photodays after colonission by Commonwealth True Decomes to the Art July of a subderising map or of ony proposed declars than of conditional cost stress covering only parties of the and purpose, legal time to which is belo by Companyadib brow Constants the and many or declaration shats the deemed to have been given bull and final approvability the Actility, regardless of any action by Stuncthe interim-

Section 2. No. Suilding, Jensel wall, Arrange. sidewalk, slops, awning, tent, pole, or other streature, improvement, willing, parking or planting shall be erected, constructed, altered or memained poor, under or above any potion of said property or of any property at any time wishers the jurisdiction of the Art Jury of of Palos Voides Houses Association (Except as provided to Section 2 insteal) unless plans and specifications therefor, including the exterior role; schooled logether with a black plan andcaring locations shall have been subrusted to approved in writing by the Act Jury and a copy of such plans, speatheations and block place as finally argumed deposited for permenent record with the Art fury. No absorbance shall be made to the estudio: ablor or design of any structure colless writeen approval of such attention shall have first bleep showing from the Art Jung. No sign of any kind or for any use ahall he ernsteed, proteri or displayed upon or about my property under the jurisdiction of the Art (my without the written speroval of the Art Jury,

Section & No work of art shall become AP2869 A1, 0 the property of Palos Vandes Somes As-Werks of A sociation, or of any corporation, organization of public or same-public body which may succeed or he substituted for any of them, whether acquired by purchase, gift or otherwise, unless such work of art or a design of the sense, together with a prace ment showing the proposed ionation of such work of act, shall fast have been schtribed in and approved in wrising by the As) Jurys see shall any work of ort ontil so approved he contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation grounds, wheel or public buildings, or other public or centrablic property over which the Art Jury los justs-Cittion. The Art Jury may, when it decias proper, also require a model of the proposed work of all or a map, drawing or profile of any proposed site therefor. The term "Work of any issues to the of a start tion shall apply to and include all paintinga, music decreations statised glass, statoral hasorehids, valitata, somplands, manu montes, for atains, arcluis, entrance gateways, er ather structures of a permanent philipater included for subanced or cormemoryaion. No work of an over which the Art Jury has foriediction shall be removeri, relocated on in any way alternal

[ 58 ]

THE PEANS

PV91A067

-Cats exclusion of an motions sufficient (1) drying and in early to relate the formation of the falltith successfullation of tocharge of erses The of their restriction believer they are There of the treather or measures so the oll at you, on blue lo motions in the ct all st the mombers and appealed set for ະທຸດພຣ ແລະ ເພື່ອຍາຍາຍ ເພື່ອການ ເຮັບ ແລະ ເພື່ອງ ເປັນ ເຫຼັງ ເປັນ ເຫຼັງ ເປັນ ເຫຼັງ ເປັນ ເປັນ ເປັນ ເປັນ ເປັນ ເປັນ ເ -mound) is the second second prior being a not estimblicati corrotroid has posse or fish theils no see you not yout the off it . . thut trainglew set as second to normer solars from the state of an analysis of a second to a solar solar solar solar solars and solar so your subopy of little translation to speed to speed the or of this of own due you do that ปปลวพลงสมบบ ( to subjects piss ageory () lis) [hals used) for you to soomlogin hims ari to yaoo Eolittos, a striv proceati(" to teda taova alla di suebecorq la solat Food of the pression list of the mean cuoli fleimut burr feangear feangle achtab not have been had not and and out to normalização est risti noire server sidi is summer in bred all her proposistell agreementing allow him extremes man thick space much hast gerektre oor nao ali neuri grenara odi 115 n. reciana: re travitine fluine gradient internite affairent a actually generated at a vacancy, Common where it is not satisfy the property for all 18719 eyah vizie colifi Albiminian do a Alfaseineanooli ya quadallitan cianaw

compared to see joing as a quest or so notable sid evil a margine re-exe ar arivel motarized on a true mot red veling three at the proceeding the pert in autoperition the "out which should be a supplementation of the standard strate point the Art Jury, or who start take an od, pertoper hold you to everyone as is in Araw a supervert to execute a work of ast edw yrull ith old the damme year. (5)

performed and at transmissions in researching to short part inform some value of a source of the state of the source o there are reserved by the decrement of below out so wrop any array to coolers a miner to of respectively for the symmetry of the second se onstring all Anna and and do reduced on the Pu-and a side of a particular of neurophysics. an sair le marminers le cover une si pair singly prior of end appropriate some stand ំពេះអ្ន តែស្មារ ស្រុកសំណាយ ខេត្ត ខេត្ត ខេត្ត conit you to be 18501 [1 yin( mt) (b)

1 69 J

vor uv aup of annual opposition of the opposi-

nyo ladawa ngababi ƙwa ny se jisiji show requiring to have denied, and wrigh and bure even out to opposing view avea lists by Police Variation former Associations, each burgabur of forme the function is in the "Ward" rot જે અને પ્રદુધ કોર આવ્યું તે છે. જે જે છે. તે જે અલ્લ

in brack we dependent on the solution of a second s In full a work yeargonol) leaved dilanguron ຸມສັບມີ ຮູ້ຊີ ສະຫະລັບເຮັດສະຫະລັງໃຫ້ເຮັດສະຫະລາຍ ແລະ ສະຫະລັງ ເຮັດ ສະຫະລັງ ແລະ ສະຫະລັງ ແລະ ສະຫະລັງ ແລະ ສະຫະລັງ ແລະ with with to brace quinternal sub yet internation mine seesand only: pointing a more Auril and send iller-sourced of exclosing 2. Hole coduced, and contribut ground? fo toll a most sciencials still once fields set yil detentione sciences fight and with manipents als is enabled for brack gradmold receil dilasynoacool) coducent GIGS OF SE STUDDE ADDRESS & H DOR ADDR -ເທເບິ່ມ ທີ່ມີ ທີ່ມີສະຫາສະເພີ່ມ ຢູ່ມີມາແມ່ນ ແລະ mally relation thats reduces and the second filling he wanted assimption will be on quell manufiel mathematic with a contempt In suddwist off all hogogene account with In block off off colorismes with only of constitution of a state of the second In tail is used concerning sid building สึกอร์นอย่าง เห็นไป อย่างพระเพิ่มออย่าง เรื่อย่อง อาณุณอน ออกการรอบ อิกษณะ ส่วนจำยะ ขางระจ the part of Association of Association and in ດບໍ່ມີເວັດສະຫະທີ່ດີ ສູບແຫ່ງຊາຍໆ ບັນແມ່ສາຍຜູ້ເຫຼັງ ໃຫ້ ເປັນສູກອອກເຫັດເຫຼົ່າ ຈຳມະ ຈຳມະຫຼາຍ ເປັນສະຫຼາຍ ເປັນສະຫຼາຍ ເປັນສະຫຼາຍ cuit mb le contrant officielle auf office າສາດແນດີ ຈະດີ ໂດຍກ່າວການ ກາງການ ແລະດີດ also ສະມີລະຫານໃຫ້ ໃນ ຊາດແດກເປັດ ການໃດ ໄດ້ໄດ້ຈາກ ກາງຊື່ມກະຊຸມານ ແລະ ໂດຍສາຊະນາ ລຸດການແດງ ການ ໄດ້ເປັນ to how group tool discovery and to be former essences reducing and relation an line you my point in a wattook

en jaar on het die het en behande en jaar op die eerd naar op het die behande en die het eerde sway in and to see an of a set set is mound bridges advantaged limb datas ประการณ์ หากกุฬ พระพระพุณภัณฑ์ อย่างไปก wa types south early be voused and found and coull desirement to I unitage nd jash angapana nadi has kase sa li ing own pair water own and man failed and the coll is sould be collar to see to the រវត្ត សាស័ព្ទ ព្រហ្មទាំ ស្មែនសមព្វ ស្រីសាស ផ្ទះ the name approximation of a limit and would refer to environ played (1.12)

10055

19 (19(0), 50]

\_\_\_\_\_.

TEN DE MUNICIPALINA



of Follow Vendes Homes Association, by nutine thereof to hum in writing. From and After sami date of noon section of such actification or either of them, the President of Paids Verdes Romes Acconistion shall, as the cape may be, became a member exofficies of the Art Jury, as successor to the ex officito member named by Commonwealt's Trust Company and/or shall have power, as successed to Commanwealth Torest Company to special terminations thereof, as provided in paragraph (1) of this section, except as provided becein.

(5) The members of the Art Jury shell elect from their own number a President and Vice-President and shall adopt rules st procedure and prescribe regulations for submission of all matters within their jurisdiction. Four simulare shall constitute a commune and shall have full power to not as the Art finy during the period of any encarry or variancies in the merabership thereof. The Art jury shall designate and appoint a trust company to act as its Treasurer and its act as Trustee of all prop-ecty of the Art Jury The name of such Treasurer and of the Secretary shall be certified to Commonwealth Trust Company and to Palos Varios Flamos Autobision.

Απι Ιυκτ POBEOSES AND FURDS

Section 7. Any funds available therefor may be used by the Art Jury to pay its membrais for time in allouidance as theelings, and for other expenses which in its judgment are incidental to carrying out the purpose for which it is established, to cofored its decisions and rollings and/or to promote avt education and community emballighteent. The Art Jory 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 contributer, distances, 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 any file esciences of its annual budget models with the manager and the Board of Income and die Beard of Diracces shall candidly consider the while his may eppropriate such some for the Art Diry & a them may serve advisable.

Chronics 2000

Service 9. The Art Lorp Coal, on a be Arroads fore the first of May of each year, make a written toport to Common wearth. Trust Company and in Foldy Verdes Hernes Asso clation of its general promotions, sensions and dishursements, during the precuting

na datatut oale lloile but isey rebrolati recti dileewagarred ye nauper nativ Company or the Bound of Dijectory a statifor report covering any designated period.

(2) The Secretary of the Art have aball knep minutes of each approval, re-ommendations or p her official act of the Art Jury and Inraish certified copies of the result thereof, on request to any persun, and the Art Jury may make a reason-able charge therefor. Said records shall be spon to the public. The Secretary of the Art Jury on his duly sucharized agent or deputy may at any time enter, inspect, and report upon any portion of said grapcely as to its compliance with the provisions borenf, or as to tak decisions of the Art Jury, or any others or agent thereof shall not thereay be deemed goilty of any mannes of trespass for such entry, and the Are Jury may authorize the Secretary thereof to essue a contribute of completion. and compliance as to any properly so inspected and to make and collect a rousenable charge therefor. In the absorbe of such certificate and after the expiration of one year from the Sate of approval by the Art Jury of pinns of any structure or elteration, or of any matter requiring up proval, the said atructure 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 created or distantion to be made or matter approved, he 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 XVDE

#### POTATIONS, PROVISIONS

Section 1. The Director of Finance shale The Omecrohave dirate supervision over the Depart- or Finance mour of Finance and the subministration of the figureial affoirs of the corporation, including the kneping of accounts and furn dig) records; the levy, essentiated and colbection of charges or assessments, and other fees and revenues (except as otherwise provided hyrgin); the custody and dishorsemost of emperation functions morely and the doposit of the serie in such bunk or backs as the Board of Directors shall designates, the control over expendences; and such other duties as the Board of Direturns may, by regulation, provide.

1 60 1

2020/06/2 en Berrich of Threeners in a commission for the Burner of Bi-

SECASSYEL. SNOLLY (6406149 YAAXOMM2T RECULATIONS;

irean edi ai bebulani ion serarra aide tinve subtry or to appropriate availneed halanove appropriated for one purpose then, so as to adherize the Uranster of not selugar shore broars year flooradi arohmon. of Directors, by adrimative vote of four a' least out wook a public retice, the Bosed with the representation resulting and la hereie. At any meeting after the passage hobying permitted of the footed justificant per veloce perisonius andel brie staattaon pristion regulation of undar containing -ordine feature of the antistrend and three of the corporation, except in accordance estoldate to confine your you are used of their entrijichaji padro old parad ni at notilatroo n we iscone oil line cheoringeb proving າດ ດາຈະກັບເຮັດແລະພະ ໂດຍ ແລະ ເປັນ maindles innous he or possed able that assessive human contracts and an area of the charge of the charge of the contracts of the sampregae dour poliegr gem traganeer out lo inted wit present name and the being meaning in which with the present of the second o ja nganga januna udi pislah madiangan j agt to samparat patersize add theraka too thuk aromerajoriga de tenoma tam ac'f lagred Lif slainth of Eddivorg as igname negeneral out yit beattening the manager. besed of lights dotter includer notionar energa inusian an sean lisua statasial ta NOTATION ON THE ADD OR NEED OF ADD THE CVI , & MATHING CONTRACTION OF ADDITION OF ADDITIONOO OF ADDI

na≩pπd

-fastruito redo mort eccave: to remote balancine and seet) also read interest, near states of grant discrete shitok al boardanan memerikan ay 1524b the amount of the source find and solution with they should be address for an induction Maintager of these area October, in each year the Board of Direc. Asward, Service 5. On or before the fell day of Percession.

(202) (most foreign rad flode gailenairs ene and the as anot poos to atteors as an -១1%៥ ១៤» ៣៧ <sup>5</sup>>៩៩៥២១៩៥៦២៨ 30 **5**៦,៣០អ្នក fiscal year, by the laste of miler of cerχων λυμούρ εμποιουσετε το επέρεψο σουν ххмолі никалатия ардахал осі іх полесіоння THANDRAR IN TEMPTING BY YOUR VERICE AND ADDRESS OF

mereovership and surfacer set is they are

(te) and prosp Some bestry off Shire's characterist to segurate

> Section 5, Nut take then pac month he source of the so as spoured service abon top puts thread prosty throw have remarkly tool tool handland ad thads stronger followard measured to he and sub-the submittion of we we will be update of that the the sign so imposed publishing ະຮະຫມາ ແລະມານຊ້ຳໃນ ທີ່ສະຫປະຈຳກາດ ຈຳການ. ຈາ ການ ໂຮດງໃນ ທີ່ ນອງເພາະໃນ ອິນສາ ເຊິ່ມນ sna lawaenbaa ali Brajarjee soojaween ile bas porrieri senilisisti bas irrecente ile bas porrieri senilisisti base irrecente dates the brooke of electronic additional tragedate off to secondate off dive sources In minored and ye bedirperty of Heile elementary fars is not second montheorem. ากสมดี พ.ป. อภาพบปร อรณรณรี 35 การณาสฤลป์1 สถุงกระดี พ.ศ. 10 สมหุญภาพยุษภาพ พร กุฎประสตรณ์ 155

ຈາງ ມີດູ ເຈື້ອຫຼຸຍດີ (ເຫັນຮອນທະນາໃນນີ້ ເຊັ່ງທານຈາກ).

contracted subscilet possible. The budget sould present the an aurabhur glasan sa aniternisasin a sa pui broose institution will be envisive todio furnition by the second departments and oning year, based upon delailed estimates on Obsections an annual Sucget for the enbushfi add of the live has strong these gags Receiption in a sample of the main set in a man-

Прафиянского с Авруг -magnages will al average to someoroni priations and expeditures for the current and the state of the widds sur to annihits follated of shown suratus heat heat with coutained state out to' losted minivib does tone breed for surset vergenesses had bei bei and the surset for and the second sec រងនិមារមណៈ ខណ្ឌ ភិជ្ជៈ ព្រៃប្រទោយវាចងនេះ លេញស្នាហិលាថា as add to be oversize business and (a)

and industry contraction of weather, alto bay mey least gribbourd two bay tool and out tol sourcession. To success infi-ាទី ខៀតស្រីសារសារនេះ ១៥ភូនិសំណាយ ស្រីត ប៉ះទី៥ luosù galashe adi noi shonuse jadie Ha ment rolling on the lower production of the churges in concentricity of and of the (d) An iterative stationary of the

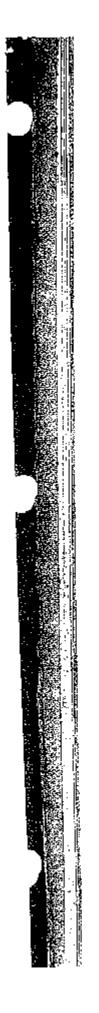
processing and a processing sector of the se Shran Selamar B bull to Anouralises A. (fu) introded work

ំពុំ ក៏សារសម្តែនបស់ដំ ៤១ (ខ្លែន ទឹកដូនសារ ខេត្តម្យាយ៍ » ban jarororst, in break att at mitzindae est carly solvery user three for actual inteläimed ehdersve och flede typhoid solt to ed voor on oordezmelter regite die die (h) eergelt wierde of Die oorde wie vel berieper

0354 2014000054

UNDAR V

ы; 10011



Concerning in contains. All charges and assessments, the Costoner and free equation to properties shall or Moneys he collected by alicens of the department of finance. All menters (actived by any offices or employee of the corporation for er in connection with the business of the corporation shall be put nonpoly into the corporation treasury, and shall be de-ported with samp responsible banking institutions as furnish such security as the Poerd of Officetors may belember and shall agree to pay the highest rate of intarest, and all such between shall account on the heatern of the corporation. The flourd of Directors shall provide by recula tion for the compt and regular payment and deposit of all moneys as required by this action; provided, however, that all linids received on antipool of the Art Jury or Park and Recreation doard deall be kept in separate addations subject to the pospergive order of said boards

CONTRACTS

Payment

No continuing constant Section 8. stor (which forebox the payment of desiry car Prior day of the appropriations of more than two estimates except public utility franchises shall be made for a period of mare than ten peersy and on such contract could be sallel without pettin lussifier threeon.

Any work or improvement costing more then one through (\$1000.03) failure shall be executed by constant, except where a smoothe work or improvement is suchnessed by the Board of Directors based on detailed estimates submitted by the dopartment authorized to exploite such work or improvement. All contracts for more thus one thousand dollars shall be awarded to the lowest netponsible hidder, after pub-He education at and competition as may he prescribed by regulation. But the manager shull have the power to reject all the birks and to advertise spain; and all advertisionent zhell contain a ruservation of this diabu-

So tion 9. Dependence by the composition in the shall be under only upon southers ratified by the head of the appropriate departments or other division of the company boy, and by monate of waterens on the corporation tronauty issued by the OF who of Miondos and complexigned by for usuages. The Director of Finance shall examine all payralls, hills and other claims and densities against the corporation and shall have no warrants on payment anders on ande 'het the chiralis is in yrogen force, successly com-

puted, and duly doubled, that it is justly and legally due and psychle; that an #pppropriation loss been marie therefor which has not help somewated on that the payment has been otherwise legally authorized; and that there is somey in the corporation treasury to make payment. Up may require any claimant to make oath as to the validity of a claim. He may brees tigate any claims, and for such purpose may examine wirgesses under ogdig nad if by finde it is fraudulent, erranemat, or otherwise invalid, shall not issue a warrant therefor.

Section 16. Upon the death, resignation, Abstration removal or expiration of the term of any Accounts officier of the conservation, other than the Director of Finance, the Director of Finance shall make an audit and investigation of the accounts of such officer, and shall repost to the manager and Brand of Direc-1ons.

As soon as practicable after the class of each öscal year an sumual such almli be mode of all the arcoants of all the toperation's officiare; and upon the death. resignation, properly at copila ists of the term of the Director of Finance, an stability shall be made of his accounts. Each audit shall be made under the provisions of any law (or the inspection and audit of corporation accorpticy and by published public annountants, selected by the Board ref Directors, who have no personal interrest, direct or indirect, in the ferancial affeirs of the componential of any of its officers or simplayees. The Hoard of Directors may at any time provide for an executionation or andit of the accounts of any officer of department of the corporation.

Section II. All seconds and the polards, postform r of every office and department of the serpuration shall be open to the members at all reasonable times under reasonable coun-(aciaus, except corords and documents) trais which high its secured information which might delets the lawful purpose of the other or department withholding their force comes to the includers.

Gentury 12. No complete at the Board of No Private Directors por any officer or employee of thirdensit the computation shall have a financial in terest, essee, or indiced, in any tentered with the cooperation of the forenessly as targeted, directiv or inducediy, or the sale to the composition of any fand, methodals,

162 ]

#### VELICIE XXI

#### EDISSURVEY NO USESSAR

find there is activity with some of some there is a substance of a statistic site the membrane of the list of the local solution of the local solution of the books of the consolition without terrational solution of the books of the consolition of the local solution of the substance of consolition of the local solution of solution transfered.

If a sprittent staff by loss or destroyed, the floats of Discolors may order a new confictuation Discolors may order a new confictuation of the maximum of the the parties claiming the same as the Ditrouch any deam antistency.

#### HXX RUDITAA

#### SLABNORSRV

An analysis of by Lews we have no bulk store and the source of the sweet of the source of the sourc

#### TUXX STDDDEV

#### 2723

The received field of the second field of the second field of the second second field of the second second field of the second s

to linded no latera *instructs* in set of the linded no latera *instructs* in set of the colored set instruction of the linded solution is the linded solution of the linded solution

#### sendorati ()

LANGE CON

#### NUN ZEDILLUN VIN ZEDILLUN

od yom en kruget mare bite eksel sell to krediteret odt iv viet yo obi no honely szorieted til north falte. (faste vinter (f) eft fo oniferation eft to positive od artist mainet yor lo to transmit is breek

#### VERICE XX

#### CREETENCE TO ACCEPTER

to ed likele ginzedoren to sousofitzof) le busofi adi es souso has arroi done irealizzo done bus durado yem encrearid ya busa tradicario bus yi bangre od likele vis busa tradicario ale y produce od likele irealizzo done ale y produce od likele adiographi di conservati de encretario de adiographi di conservati de encretario di base done de este di conservati de engli yraque di fiede este dirate i constructario de conservati di conservati di conservati de esti di conservati di conservati di conservati di bare decessi di conservati di conservati de conservati di conservati di conservati di conservati di conservati di conservati di conservatione di conservati di di conservatione di conservati di conservatione di conservati di conservatione di conservatione di li di conservatione di li di conservatione di li di conservatione di conservatione di li di conservatione di conservatione di li di conservatione di li di conservatione di li di conservatione di conservatione di li di conservatione di li di conservatione di li di conservatione di conservatione di li di conservatione di li di conservatione di li di conservatione di conservatione di li di conservatione di conservatione di li di conservatione di conservatione di conservatione di li di conservati di conservatione di conservatione di conservatione di conserv

#### WELLEN VEREN TO BY WARDEN

#7.

3. Wathers WHERROF, we have backanto subscribed our mannes this 25th day of frine, 1923.

 (Signod) JAY LAWYER, JDEN C. LOW,
 JAMES FREDERICA DAWSON, J. E. COVERLEY, M. V. BOAZ.

#### CERTIFICATE TO BY-LAWS

KNOW ASS. MES BY THESS: PRESENTS: That we, the undersigned, being end constituting a majority of the Directors, and the Secretary of PALOS VERDES HOMES ASSO-ULATEON, a corporation under the laws of the State of California, and having its principal place of Ensiness in the City of Los Angeles, County of Los Angeles, in sold State, do hereby certify and deplace that the above and foregoing By-Lows set forth and contained no pages 1 to 27, both inclusive, of this "Book of By Laws," were duly made and comparison the By-Lows of sold composition, and do now constitute and me the By-Laws thereof

the Weiners Wernman, we have become subscribed our names this 25th day of fure, 1923.

(Signed) JAY LAWYER,

JOHN C. LOW, JAMES FREDERICE DAVISON, J. H. Coverley, M. V. BOAZ.

Attest: M. V. Boxz, Socretary,

[64]

· . · · · · · ·

.

. .

| 46.<br>Во статисти и поставление собежите статисти и поставляет и поставите и поставляет и поставляется и поставляется<br>Во статисти и поставляется и поставляется и поставляется и поставляется и поставляется и поставляется и поставл                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 46                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| b6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 28 Contrast Transmission of Contrast Contra<br>Contrast Contrast C           |
| the contract free contract free contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| NG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| £8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| [60] A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <ul> <li>OP 86<sup>1</sup></li> <li>De 100 and 100 and</li></ul> |
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 0.00 20 STRONG 0.00 SUBJOUR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| - 206 22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Z0 (1.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1) (3.1.1)               |
| 29 · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| X3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 68-95                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10 Везлако прикателе Макеление (10 година) Макеление (10 година) (10 година) (10 година) (10 година) (10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| all                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 00 μεταγραγικά μεταγραφικά με τη the second se                                                                                                                                                                                                                                                       |
| CLEARDER AS AS TAKE W TAKE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 20 TALES OF A 20 CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 29                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 82.62                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| APPROXAL OF TAKES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 19 233сан түлжүү                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10.96                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| PERCENTAGE OF LUT INLUTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Ta (Treases A, B, C.T. C.S, C.S, T, G, ANS K, Des UNMORE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| รู้สุขาวการเกิดสามสระบุราย และเป็นเราะ เป็นเราะ เป็นเราะ เป็นเราะ เป็นเราะ เป็นเราะ เป็นเราะ เป็นเราะ เป็นเราะ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Да (декакака V, B, С.J, С.S, С.S, С.S, С.S, С.S, С.S, С.S, С.S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| STEAMARUIGAN ADAA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| hija                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 0°                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ±2.<br>38. (19∧0) (17. (19∧0) (17. (19) (17. (19) (17) (17) (17) (17) (17) (17) (17) (17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 124 (DAG) (S) (DAG) (S)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 91                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Тете Ц Аленитетик Льгисте-Эслектики, 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Sef                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| OE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| TYPS & Anoustestons Distriction-"Defined                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 46                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 88.62                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| SUTATIONAL REPORT OF A STRUCT AS STANDING AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| - SP(6) RCL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| SE SE STATISTICS AND A STATISTICS AND AND A SAME AND A            |
| 59 SANJAINANA 07 SANJAINANA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Астепатока имо Станке за Оссонаност,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ณ์                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

 $I \boxtimes D \to X$ 

.

i

ļ

.

.

•

÷

İ

:

-ನಮನ್ನ

.



.

| Classes of Jee Disviders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | i        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| CLASSES OF ASK DESTRICTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1        |
| in That 9845                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| IN TRACT 1331                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| ULARY B DISTRICTS - DIFFINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| Слась С.! Districtions—Describe<br>{м Такст 6888                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1        |
| 3 <sub>N</sub> Ταγοτ 733                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | i        |
| CLASS C.2 DISTRICTS- DEFINED 27-28                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3        |
| 18 TRACT 6225                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2        |
| CLASS C-3 DUMAGTSDEFOND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3        |
| EN TRACT 6858                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2        |
| CLASS D DETROCTS-DATINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | )        |
| у Тааст 6828 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1        |
| Chasis F. Listneeds - Druwsca                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2        |
| 1N TRACE 6800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9        |
| CLASS F DISTORTSDEFINITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| in Theory C563                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| IN TRAIT 733                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 10 TRACT 73.01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
| Carsos M Distantes-Derived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |
| In Tract (1866),                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ġ.       |
| CLASS J DEEPNED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| CLASS K DIETKEUS- DEPINYD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0        |
| Cost, MINIMUM, W ROLLINGS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 10 TRACT 6886                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | )        |
| IN TRACT 7331                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| Courts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2        |
| DAMACE TO STREETS OWNER JAARIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>р</u> |
| DECLARATION NO. 1 OF RESTRICTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |
| DECLARATION NO 21 OF RESTRICTIONS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| DEPENDINGS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |
| Ducyona' Operations, Erc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ò        |
| Unumage-Natural, to be Mainfaines. 33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2        |
| Experience and Biorus of Way                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| IN THATE 6888                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>4</b> |
| TR TRACE 7331                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| Езголсь, Васат уж                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | b        |
| - Envorchment by Homes Association and Art Jusy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
| ENFORCEMENT BY LIDNES ASSOCIATION AND TRUSTEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | £.       |
| SACEPTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | U.       |
| Girages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10<br>15 |
| HERENT SHARE FREIDINGS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ξ.       |
| GSuch Heicht Districts 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 51       |
| 2 Srony [460:47] District's                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | i.       |
| 2%-Story Healer Districts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 18 TRAN 6886                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ς        |
| IN THACT 7535                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | d        |
| 3. Story Holent Distances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 31       |
| ім Траст 6553<br>Seycial Няцент Distribute Provisions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2        |
| SAUCIAL HERCET DISTURCE PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4        |
| Toyans, Tanks and Penthouses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 븘        |
| HOASES, KEEPING 07.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| [manovearmiss Cosy ок                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |
| дм Педер DBGe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 54       |
| The Charles and the second sec |          |

.

.

; **;** 

----

| 02:46:451                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 97 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1           | Tiousses, Meeros or,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1#1951 · · · · · · · · · · · · · · · · · · ·       | นี้สุดเมตรีย์ เป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเป็นการเ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| AC 49E CONTRACTOR CONTRACTORY                      | CAN NOTADARAN SUNOL YA PANADUDIAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 26 Ph                                              | ilitation in the second se                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (6) 医骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨骨          | В птенстрия – Болквала<br>Совятводения ляч Мацията                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| ł                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 23                                                 | Кесоноз ука Кезенса<br>Кесоноз ука Кезенса<br>Соконоз има Кезенса                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 09:68:SZ:SI                                        | <ul> <li>Itsequals was Researched and a summary structure of the su</li></ul> |
| m ·····                                            | талагы, ака атарый атыгары                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 06.06.76.6                                         | YOU'S AC 2521 DOTED TO 21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 28                                                 | PERVER AND COSSECUES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                    | COULTRY, ((EFERCHERS, AS TO MUSTRULL,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 19 ·····                                           | Ромого, Влалона<br>Ромстру, Паласорому ка то Кимпаки.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 92 ·····                                           | YNAMORAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| [] ···· · · · · · · · · · · · · · · · ·            | аяныЧ ысу яжнолнор? (ялттия5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| LD<br>70 · · · · · · · · · · · · · · · · · · ·     | KUNAMA CMA KOTATANAXA ,KOTTAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| X2                                                 | CONTRACTOR AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 75 ····                                            | Son build as March                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 15                                                 | изися<br>вольта йнган во Вальот кож.<br>Рока ов Вальот кож.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 61                                                 | Sugwoy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 55                                                 | Тоwsky кар Dourse 67.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 19                                                 | Towasse and DUCKER 25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 18                                                 | но терухи загахА дигий онгато.Ч                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                    | PERMIT FOR WARK TOWER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| рланка ск                                          | ики ана Ивсясилов Воляп, Ромень или                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| - \$S                                              | Отней Окунева ало Баларий, Коменс али<br>Глак для Весясатом Волел, Коменс али                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ST                                                 | TC NGITAIMEZT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| - 69                                               | Мемнексану, Свектом ог                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 89                                                 | OUALIFICATION OF AD 40 MOLTADISLIAUO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                    | на волиции на компания                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 817                                                | MEMBERS, SEE AND DUES OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| - 28 · · · · · · · · · · · · · · · · · ·           | сторан и сторан стора и как билмод                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| frs                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                    | . герелий тирихионану сил дрилизтизди                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 0+/0/031 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1      | สธาสาวิษณณฑาณศาวรรรม<br>แต่งปีหว่าหม่องการค่า และ และเกิดสาวารระบา                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| - <u>2</u> 6 · · · · · · · · · · · · · · · · · · · |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| - 9S                                               | ACKARA TO THE TRANSPORT OF A DAMA A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| - <u>65</u> · · · · · · · · · · · · · · · · · · ·  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 15                                                 | WEETNOS ON THE TOTAL OF T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 51                                                 | בנכלוטא טא⊒                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| - 3S                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| SS                                                 | Кезголяютт ог                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>1</b>                                           | DUTICS OF DIRECTORS CF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 15                                                 | DEPARTMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| re                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| φς ·····                                           | រាណាក្រ<br>អ្នកសារតែ ()០អាមនា០អធម                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 140                                                | Воока дай Рарана, Shutzer va Taspeerioa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| n n n n n n n n n n n n n n n n n n n              | APRICATE STATES AND A STATES AN       |
| H.                                                 | PLACE Recent Route Association - Page 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                    | О. Пулдике Рошака.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 81                                                 | אראנא דיאראייניין אוני אונטעראיין אויין אונידא דערידע אויייייייייייייייייייייייייייייייייייי                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| a:<br>91. · · · · · · · · · · · · · ·              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 56                                                 | TOTAL TRACENCY OF DOIL OF STATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| DC                                                 | LOCATION OF Δ. 2014 Lot 1000 1001 1000 1000 1000 1000 1000 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 0C                                                 | THE REPORT OF A DEVELOPMENT OF A DEVELOP       |
| 21<br>(4) 58 (16)                                  | и служивание), лик трикарово е в исталивание.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7 L                                                | are cost in the state of the cost of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

. ..

.....

\_..

...

.

# **#7**.

.

:

.

:

1 3 1

÷

:

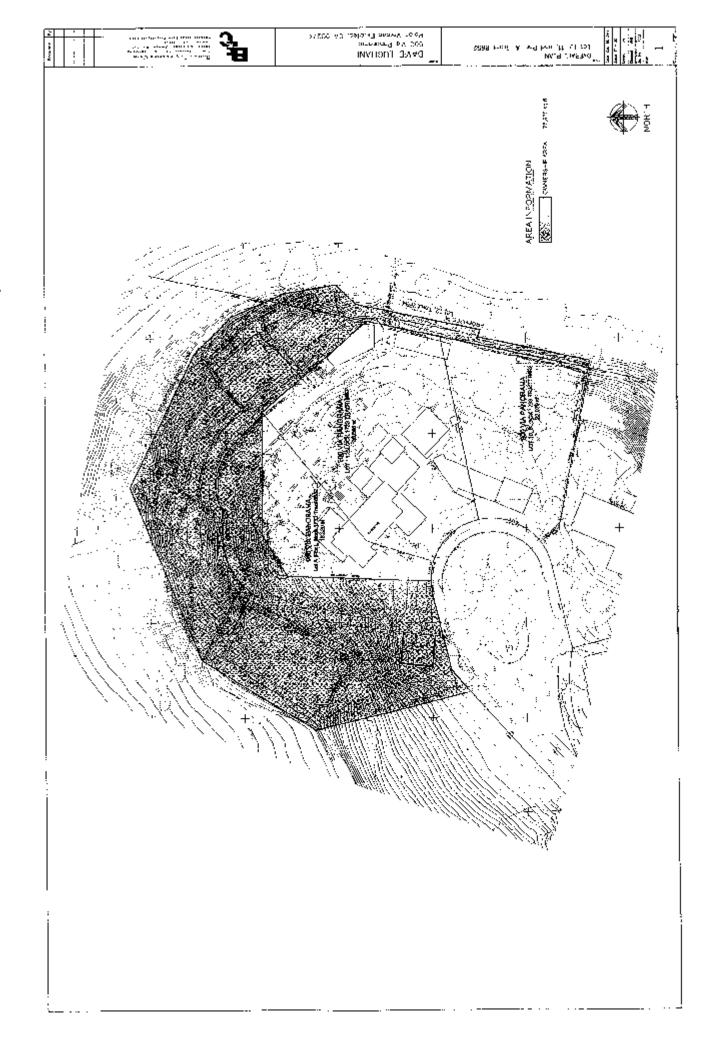
ļ

1

| MUDIPLEATION OF BASIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| MONTRICASICE OF LOCAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| NEW MATERIAL TO TO USED 30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| HEY DEFICING TO BE CARDEN AND THE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| POWERN, RESERVITIONS AS TO KREPING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| PUBLIC GARAGES AND PREATERS NEAR SOMOOLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Кюнт то Емерока                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Split Lot Ownership                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| $(\mathbf{p}_{11}, \mathbf{L}_{01}, \mathbf{U}_{11}, \mathbf{p}_{02}, \mathbf{p}_{03}, \mathbf{p}_{03$ |
| STOCK (CATTLE, HOCS, ETC.), REEFISS,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Плуст 6028, Lucal Я                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| TRAT: 7331, LOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Памияток се Тета                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Sen Brock funze                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| SHOURSPREET TO PLARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| TRIMMITE AND REMIVAL DE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| WINDER A REALFMAN AND THE FILTER AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Gradus, Cots and Fight                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| TETLE RESEAVES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| TITLE, REPERSION DF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| To Streets Residence 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOWERS, TAUKS AND PERTECTIONS 31                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| TRACT 6888-LOCAL RESTOCTIONS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Chass A Districts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| CLASS B DISTRICTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| CLASS CI DISTRICTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| CLASS C-2 DISTORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ATV25 CAR DUILING TO FILLE FLORIDO FOR THE FLORIDO FOR THE FLORIDO FOR THE FLORIDO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Characterized and the second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| $\mathcal{O}_{LASS}$ (D) Destruction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| CLASS E DISTRICTS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| CLASS F DISTRICTS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Charles II Deservert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| LELISS II HESVARDES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| RASEMENTS AND RIGHTS OF WAY ROSERVED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| MINIMUM COST OF EDILOINCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| $S_{1} = R_{A} = r_{1} + r_{2} + r_{3} + r_{4} + r_{4$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Ser-Back 19875.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 274 Sanay Hugan Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% Sener Heiden Limire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% Seney Heiden Limite<br>3-Stopy Heiden Limite<br>Type 1 Arcantectors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% Seney Heiden Limite<br>3-Stopy Heiden Limite<br>Type 1 Arcantectors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% Senry Heisen Limite<br>3-Story Heisen Limity<br>Туур I Arcansectors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% Senry Hedden Limite<br>3-Stody Hedden Limite<br>Туур 1 Алсансстоль                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2% STARY HEADD LOANTE       9         3.Stopy heady Loant       9         Type I Andreactors       10         Type III Andreactors       10         Type IV Andreactors       10         Type IV Andreactors       10         Type IV Andreactors       10         Taken 7351       10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% STARY HEADD LOANTE       9         3.Stopy heady Loant       9         Type I Andreactors       10         Type III Andreactors       10         Type IV Andreactors       10         Type IV Andreactors       10         Type IV Andreactors       10         Taken 7351       10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2% STARY HELSON LAMPY       9         3-Stopy Server Lawry       9         Type I Ancesterrots       10         Type III ANCESTEROUGH       10         Type IV ARCHITECOUGH       10         Type IV ARCHITECOUGH       10         Type IV ARCHITECOUGH       10         Class A Dispersions       15d         Class A Disperse       15d                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2½ SERRY HERSON LOMPT         9           3-SERRY EXERCISE LOWER         9           TYPE 1 ADDREEDTOR         10           TYPE 11 ADDREEDTOR         10           TYPE 11 ADDREEDTOR         10           TYPE 12 ADDREEDTOR         10           TYPE 12 ADDREEDTOR         10           CLASS A DESERTS         156           CLASS A DESERTS         154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2% STARY HERSON LIMITY       9         3-Stopy Server Limity       9         TYPE 1 AncestetTote                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2% STARY HERSON LIMITY       9         3-Stopy Server Limity       9         TYPE 1 AncestetTote                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2% STREY HEREEL LOWING       9         3.Stopy hereet Lowing       9         Type I ADDREECORT       10         Type III ADDREECORT       10         Type III ADDREECORT       10         Type III ADDREECORT       10         Type SIV ARCHITECORT       10         Type III ADDREECORT       10         Type SIV ARCHITECORT       10         Type SIV ARCHITECORT       10         Case A DESTRUCTS       154         Cases C B DEFERCTS       156         Cases C B DEFERCTS       156         Cases C DESTRICTS       150         EastReets       151                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2% STREY HEREEL LOWING       9         3.Stopy hereet Lowing       9         Type I ADDREECORT       10         Type III ADDREECORT       10         Type III ADDREECORT       10         Type III ADDREECORT       10         Type SIV ARCHITECORT       10         Type III ADDREECORT       10         Type SIV ARCHITECORT       10         Type SIV ARCHITECORT       10         Case A DESTRUCTS       154         Cases C B DEFERCTS       156         Cases C B DEFERCTS       156         Cases C DESTRICTS       150         EastReets       151                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2½ STARY HERED LOMPE       9         3-Stopy Server Lowers       9         Type I ARCRETER COR.       10         Type III ARCRETER COR.       10         Type IV ARCRETER COR.       10         Cases IV ARCRETER COR.       10         Cases C I Descarces.       154         Cases C I Descarces.       156         Cases C DESCARCES.       156         Cases C DESCARCES.       152         Cases C DESCARCES.       152         Cases C DESCARCES.       152         Cases C DESCARCES.       152         Cases C DESCARCES.       153         EASEMERTS AND REDUCTS OF WAY RESERVED.       154         Max MERTER AND RESERVED.       154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2½ STARY HEREON LOMPE       9         3-Stopy Server Lowers       9         Type I ARCRETER ORD       10         Type III ARCRETER ORD       10         Type IV ARCRETER ORD       10         CLASS C P DESERTER       154         CLASS C DESERTER       152         CLASS C DESERTER       152         CLASS C DESERTER       154         KARMERTER AND RIDNES OF WAY RESERVED       154         MARINE AND RIDNES OF WAY RESERVED       154         Ser BACK LARSES       154         Ser BACK LARSES       154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2½ STARY Hugen LOMPE       9         3-Stopy Server Lowers       9         Type I Ancerterous       10         Type III Ancerterous       10         Type IV Ancerterous       10         Chass C Descarces       154         Chass C Descarces       152         Chass C Descarces       152         Chass C Descarces       154         Markens Ant Ribbes of Way Sesserue       154         Markens Cost Os Bourderous       154         Ser Back Lawes       154         Systematics       154         Systematics       154         Systematics       154         Systematics       154         Systematics       154         States                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2% STARY Hugen LOMPT       9         3.Stopy Server Lowers       9         Type I Ancesterrote       10         Type III ACCRITECORE       10         Type III ACCRITECORE       10         Type IV ARCHITECORE       10         Type IV ARCHITECORE       10         Type IV ARCHITECORE       10         Type IV ARCHITECORE       10         Class A Dissects       10         Class C D Descarces       150         Class C D Descarces       152         Class C D Descarces       152         Class C DESCARCE       152         Class C DESCARCES       153         EASEMERTS AND REDUCE       152         Class C DESCARCES       153         EASEMERTS AND REDUCE       154         EASEMERTS AND REDUCE       154         EASEMERTS AND REDUCE       154         Ser Back LEASES       154         249-Shoay Elases       154         Type I ARCHITERS       164         Type I ARCHITERS       164                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2% STARY Hugen LOMPT       9         3.Stopy Server Lowers       9         Type I Ancesterrote       10         Type III ACCRITECORE       10         Type III ACCRITECORE       10         Type IV ARCHITECORE       10         Type IV ARCHITECORE       10         Type IV ARCHITECORE       10         Type IV ARCHITECORE       10         Class A Dissects       10         Class C D Descarces       150         Class C D Descarces       152         Class C D Descarces       152         Class C DESCARCE       152         Class C DESCARCES       153         EASEMERTS AND REDUCE       152         Class C DESCARCES       153         EASEMERTS AND REDUCE       154         EASEMERTS AND REDUCE       154         EASEMERTS AND REDUCE       154         Ser Back LEASES       154         249-Shoay Elases       154         Type I ARCHITERS       164         Type I ARCHITERS       164                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2½ STARY HEREON LOMPT       9         3-Stopy Server Lowers       9         TYPE I ADDRITECTOR       10         TYPE II ADDRITECTOR       10         TYPE II ADDRITECTOR       10         TYPE II ADDRITECTOR       10         TYPE II ADDRITECTOR       10         TYPE IV ARCHITECTOR       10         CLASS IV ARCHITECTOR       10         CLASS A DISTRICTS       156         CLASS C B DEFRICTS       156         CLASS C DESTRICTS       152         CLASS C DESTRICTS       153         MINIMUM CUST OF BOLIDINGS       154         MINIMUM CUST OF BOLIDINGS       153         2½-Storag Hanger LEMARS       154         Z½-Storag Hanger LEMARS       154         TYPE I ARCHITERTORE       154         TYPE I ARCHITERTORE       154         TYPE I ARCHITERTORE       154         TYPE II ARCHITERTORE       154         TYPE III ARCHITERTORE       154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2½ STARY HEREON LOMPT       9         3-Shopy Merry Lower       9         TYPE I ARCENTERCORE       10         TYPE II ACCRETERCORE       10         TYPE II ACCRETERCORE       10         TYPE II ACCRETERCORE       10         TYPE IV ARCHITERCORE       10         TYPE IV ARCHITERCORE       10         TYPE I COMPACTORE       10         CLASS A DESERTORE       156         CLASS C DESERTES       153         CLASS C DESERTES       152         CLASS C DESERTES       152         CLASS C DESERTES       152         CLASS C DESERTES       153         MARINER AND RESERVED       154         MARINER AND RESERVED       154         SET BACK LERES       154         24-SECRA LERES       154         24-SECRA PROPERTIES       154         154       154         155       154         156       154         157       154         158       154         159       154         150       154         151       154         155       154         156       154         157       <                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2½ Struge Headen Lowing       9         3-Stopy Series Lowing       9         Type I Ancherentics       10         Type II Accenterious       10         Type I Local Ratestorious       10         Class A Fischerts       15c         Class C I Destacts       15d         Class C I Destacts       15d         Class C Destacts       15d         Class C Destacts       15d         Miction Cost os Bollotises       15d         Ser Back Likes       15d         2½-Snoay Header Likes       15d         Type II Accenterious       15d         Type I Accenterios       15d         2½-Snoay Header Likes       15d         Type II Accenterios       15d                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2½ Straw Header Comment       9         3-Stopy Server Lineary       9         Type I Anderterous       10         Type III Anderterous       10         Type IV Anderterous       10         Chass A Distances       10         Chass C Distances       154         Chass C Distances       156         Chass C Distances       152         Chass C Distances       153         Easemeans and Rithings of Way Sesservic       154         Str Bage Linear Lines       153         24       Strong Sinces Lineare       154         Strong Sinces Lineare       154         Strong Sinces Lineare       154         Strong Sinces Lineare       154         Type IV Anderterote                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2½ Straw Header Comment       9         3-Stopy Server Lineary       9         Type I Anderterous       10         Type III Anderterous       10         Type IV Anderterous       10         Chass A Distances       10         Chass C Distances       154         Chass C Distances       156         Chass C Distances       152         Chass C Distances       153         Easemeans and Rithings of Way Sesservic       154         Str Bage Linear Lines       153         24       Strong Sinces Lineare       154         Strong Sinces Lineare       154         Strong Sinces Lineare       154         Strong Sinces Lineare       154         Type IV Anderterote                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2½ STREY Hugen LOMPE       9         3-Stopy Server Lowers       9         Type I Ancertectors       10         Type III Ancertectors       10         Type IV Ancertectors       10         Class A Distances       10         Class C Distances       150         Class C Distances       152         Class C Distances       153         Exemption Cost of Boundises       154         Set Back Lower S Boundises       154         Set Back Lass       154         Systema S And Ribbers       154         Systema S And Ribbers       154         Systema S Ander Lowers       154         Type IV Ancertectors       154         Type IV Ancertectors       154         Type IV Ancertectors       154         Thumming and Resonance To Plant       <                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2½ Straw Header Compt.       9         3-Stopy Server Linery       9         Type I Ancesterios.       10         Type III Ancesterios.       10         Type IV Ancesterios.       10         Type IV Ancesterios.       10         Type IV Ancesterios.       10         Class A Distances.       10         Class C Distances.       150         Class C Distances.       152         Ser Back Class.       153         29-Stopy Header Liners.       153         29-Stopy Header Liners.       154         Ser Back Liners.       154         Type II. Ancesters.       154         Type IV Ancesters.       154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2½ Straw Header Limits       9         3.Stopy Server Limits       9         Type I Ancesteriots       10         Type III Accenteriots       10         Type III Accenteriots       10         Type IV Accenteriots       10         Type IV Accenteriots       10         Class A Disputts       10         Class C B Defects       156         Class C B Defects       156         Class C Defects       156         Class C Defects       152         Set Back Class       154         Set Back Class       154         Type II Accenterists                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2½ STARY HERED LONDE       9         3.Story Entry Lond       9         Type I Ancherentice       10         Type III Accurations       10         Type III Accurations       10         Class A Dispects       10         Class C Dispects       15         Set Back Lines       15         Set Back Lines       15         29-Story E Accurations       16         Type II Accurations       16         Type II Accurations       16         Type II Accurations       15         29-Story Element       15         29-Story Element       15         29-Story Element       16         Type II Accuration       16         Type II Accuration       16         Type IV Accuration       16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2½ STARY HERED LONDE       9         3.Story Entry Lond       9         Type I Ancherentice       10         Type III Accurations       10         Type III Accurations       10         Class A Dispects       10         Class C Dispects       15         Set Back Lines       15         Set Back Lines       15         29-Story E Accurations       16         Type II Accurations       16         Type II Accurations       16         Type II Accurations       15         29-Story Element       15         29-Story Element       15         29-Story Element       16         Type II Accuration       16         Type II Accuration       16         Type IV Accuration       16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2½ STARY HERED LARTY       9         3.STORY DELET LARTY       9         TYPE I ARCENTERODE.       10         TYPE III ARCENTERODE.       10         CLASS IV ARCENTERODE.       10         CLASS CF DEFERTE.       150         CLASS CF DEFERTE.       154         CLASS CF DEFERTE.       156         Ser BACK LARCE.       156         Ser BACK LARCE.       156         TYPE YI ARCENTEROTE.       156                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2½ STARY HERED LOWING       9         3.Story Engres Lowing       9         Type I Ancesterious       10         Type III Ancesterious       10         Type IV Ancesterious       10         Type IV Ancesterious       10         Type IV Ancesterious       10         Class IV Ancesterious       10         Class C Desearces       156         Ser Back Lines       156         Ser Back Lines       156         Ser Back Lines       156         Ser Back Lines       156         Type II Ancesterio       156         Type II Ancesterio       156         Type II Ancesterio       150         Type II Ancesterio       150         Type II Ancesterio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2½ STARY HERED LARTY       9         3.STORY DELET LARTY       9         TYPE I ARCENTERODE.       10         TYPE III ARCENTERODE.       10         CLASS IV ARCENTERODE.       10         CLASS CF DEFERTE.       150         CLASS CF DEFERTE.       154         CLASS CF DEFERTE.       156         Ser BACK LARCE.       156         Ser BACK LARCE.       156         TYPE YI ARCENTEROTE.       156                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



# EXHIBIT 3



**#7**.

# **EXHIBIT 4**

.

#### MHEN BECOBDED WAIT LO: BECORDINC BEOREZLED BA VND

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

KEOOKDEKA O2R ZEVCE VBOAE LHIZ I'.ME EOK 006-200-SFS7 (NGV

#### XAT 9248NAXT YAATU3MUOOD

min we grant the sector of Agent determining the Firm

#### OUTCLAIM 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 duitelaints 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 supertaining under the described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof, together with all tenements and apputenances theremut belonging or in anywise appetationg.

#### THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

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 for herein, Granter, Sall be permitted to construct any of the formets and approvals from Grantor, Grantee shall be permitted to 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") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") are section, Estates Municipal Code ("PVEMC") action to a structure, and schack. Grantee shall not perform, or allow others to perform, any sect on or affecting the Property that is inconsistent with this condition.

2. Within six (6) months of recordation of this Deed, Grantee shall seek and obtain an afterthe-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."

ì.

- 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."
- 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 berein. 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.

.strb original, but all of which together will constitute one instrument executed on the same 10. This Deed may be executed in any number or counterparts, each of which will be an

IN WITNESS WHEREOF, Crantor has executed this instrument this \_\_\_\_\_ of May 2012.

**GRANTOR:** 

Dated

.1 ,buß Hegreb royaM

JISHTTA:

:Ag

Judy Smith, City Clerk

person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that State, personally appeared, who proved to me on the basis of satisfactory evidence to be the , a Notary Public in and for said \_n0 , before me, County of \_\_\_\_\_ ( ( ( state of California

acted, executed the instrument. signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) he/shey executed the same in his/her/their authorized capacity(ies), and that by his/her/their

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

WITNESS my hand and official seal.

Signature. \_\_\_\_

(This area for notary stamp)

2102 YBM 30 YBb 📃 📃 гілі рэздэээг bas bээлдА

CRANTEE:

-----:Xŋ noitsipossA somoH sobreV sole9

Palos Verdes Homes Association By:

a

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 behaff 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)

#7.

# CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

| Project Title:<br>Project Address:                                     | Zone Change & Miscellaneous Applicat<br>900 Via Panorama      | tions Application#:                           | <u>ZC-2/M-902</u> <u>-13</u>         |
|------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------|--------------------------------------|
| Project Description<br>Zone Change and Mise<br>Residential) located at | ellaneous Application for a portion of Lo<br>900 Via Panorama | <u>t A - Fract</u> 7540 (from <u>Open S</u> j | pace to R-1 Single Family            |
| Legal Description:                                                     | Lot #'s: A, portion                                           | Block/I: <u>N/A</u>                           | Tract#: <u>7540</u>                  |
| Zoning:                                                                | Current OS, Requested R-1                                     |                                               |                                      |
| General Plan Designa                                                   | tion: <u>Open Sp</u> ace                                      |                                               |                                      |
| Applicant's Name & .                                                   | Address <u>The Via Pa</u> porama Trus <u>t, 9</u>             | 00 Via Panorama, Palos Verd                   | ę <u>s</u> Listates, <u>CA 90274</u> |
| Phone # 360-607-40                                                     | 035                                                           |                                               |                                      |
| Agency: <u>Bolton Eng</u>                                              | zincering                                                     |                                               |                                      |
| Confact person & Ph                                                    | one #: Dan Bolton, 310 <u>-325-5580</u>                       | !                                             |                                      |
| Other Public agencies                                                  | s whose approval is required:                                 | Palos Verdes Hornes A                         | ssociation                           |

#### **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.

| 1. Land Use and Planning       | 9, Hazards and Hazardous Materials |
|--------------------------------|------------------------------------|
| 2. Population and Housing      | 10. Noise                          |
| 3. Geology and Soils           | 11. Public Services                |
| 4. Hydrology and Water Quality | 12. Utilities & Service Systems    |
| 5. Air Quality                 | 13. Aesthetics                     |
| 6. Transportation/ Traffic     | 14. Cultural Resources             |
| 7. Biological Resources        | 15. Recreation                     |
| 8. Mineral Resources           | 16. Agricultural Resources         |
|                                | datory Findings of Significance    |

Based on project configuration or agency policy changes, these environmental factors will be addressed in the Supplement.

## RAAIBONMENLAL INITIAL STUDY CITY OF PALOS VEROES ESTATES

:noitsulave faiting of the basic of the sead by Lead Agency) On the basic of this initial evaluation:

- I find that the project COULD NOT have a significant effect on the environment, and a NECATIVE 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 NECEATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the cavironment, and an ENVIROMMENTAL IMPACT REPORT is required.

A 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 carlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based asentificant impact<sup>8</sup> or "potentially significant unless mitigated<sup>8</sup>. An ENVIROUMENTAL 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 WIUL NOT be a significant effect in this case because all potentially significant effect (a) have been analyzed adequately in an cartier ETR pursuant to applicable standard, and (b) have been avoided or mitigated pursuant to that earlier ETR, including revisions or mitigation measures that are imposed on the proposed project.

Printed Name: Allcon & Type Bate: (1173)1 :safe Allan Rigg, Phauning Director For: Signature:

## CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

### 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                               | Potentially<br>Significant<br>Issues                                                                                                    | Potentially<br>Significant<br>Unless<br>Mitigation<br>Incorporated                                                                         | Less then<br>Significant<br>Impact                                                                                                     | No Impact                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| a). Physically divide an established community?                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.2.3                                                                                                                                         |                                                                                                                                         |                                                                                                                                            |                                                                                                                                        | x                                                                                           |
| b). Conflict with any applicable land use plan,<br>policy, or regulation of an agency with jurisdiction<br>over the project (including, but not limited to the<br>general plan, specific plan, local coastal program,<br>or zoning ordinance) adopted for the purpose of<br>avoiding or mitigating an environmental effect?                                                                                                                                                                                             | 2,3                                                                                                                                           |                                                                                                                                         |                                                                                                                                            | λ                                                                                                                                      |                                                                                             |
| c). Conflict with any applicable habitat<br>conservation plan or natural community<br>conservation plan?                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                               |                                                                                                                                         |                                                                                                                                            |                                                                                                                                        | x                                                                                           |
| The proposed zone change and miscellaneous applic<br>related to the change of zoning will be less than sign<br>designation on this land, impacts are less than signil<br>City's open space goals. Specifically, the property is<br>typically allowed in the R-1 zone, this particular site<br>property which is subject to the zone change. The g<br>barbeque and/ar other accessory structures; however<br>consists of previously-disturbed land which has alre<br>sensitive habitat or ESHA areas. There are no appli | ifficant; althoug<br>ficant because th<br>5 subject to an o<br>6 is deed restric<br>bermitted uses is<br>er, such uses are<br>ady been the su | h the change wi<br>he site is deed-m<br>pen space easer<br>ted to allow only<br>clude a gazelur<br>: oaly allowed o<br>bject of conside | ill technically re<br>estricted in seve<br>nent and althou<br>y a small numbe<br>, sports court, ru<br>n a small portio<br>grable developm | move the Open<br>rail ways that p<br>gh a number of<br>er of accessory r<br>ethining wall, is<br>a of the site. The<br>eat and does no | Space<br>reserve the<br>uses are<br>uses on the<br>ordscaping,<br>hat area<br>t contain any |
| 2. POPULATION AND HOUSING. Would the pro                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | oječt:                                                                                                                                        |                                                                                                                                         |                                                                                                                                            |                                                                                                                                        |                                                                                             |
| 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<br>housing, necessitating the construction of<br>replacement housing elsewhere?                                                                                                                                                                                                                                                                                                                                                                                            | 2                                                                                                                                             |                                                                                                                                         |                                                                                                                                            |                                                                                                                                        | x                                                                                           |

# ENARGONMENTAL INTERACT STUDY S

| iv). Landslides?                                                                                                                                                                                                                                                                                          | τ |                 |                    |                          | · X                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------|--------------------|--------------------------|------------------------|
| iti). Seismie-valatæl genund failure, including<br>liquefaction?                                                                                                                                                                                                                                          | z |                 |                    |                          | x                      |
| ii). Strong seismie ground shuking?                                                                                                                                                                                                                                                                       | τ |                 | <b></b>            |                          | x                      |
| i). Repture of a known earthquake [ault, as<br>defineated on the most receat Alquist-Priolo<br>Earthquake Fault Soning Map issued by the<br>State Coologist for the area or based on other<br>substantial evidence of a known fault? Refer<br>to Division of Mines and Coology Special<br>Publication 42. | z |                 |                    |                          | x                      |
| Expose people or structures to potential substan                                                                                                                                                                                                                                                          |   | d Tuibulooi ato | ai anal ta dain ar | i dinah an imai          |                        |
|                                                                                                                                                                                                                                                                                                           |   |                 |                    | -                        |                        |
| ettosov asati yzw e ni slqosq yns songelo vo "galau                                                                                                                                                                                                                                                       |   |                 |                    | r səfiqtifi, ditqliace a | Rubsixe Ya             |
| <ul> <li>Displace substantiat numbers of people,<br/>ressitating the construction of replacement<br/>numbers?</li> <li>proposed zune change and miscellaneous applic<br/>nume, or displace any people in a way that results</li> </ul>                                                                    |   |                 |                    | n sənlqrin, displace a   | դուն։<br>Դոնծքներ<br>Հ |

Any future development that might occur as a result of the proposed antithements would consist primarily of redevelopment of the proposed antithements would consist primarily at redevelopment of previously existing or currently existing a tractures and infil or intensifications of uses on previously graded and prepared sites. Result in None of the components allowed by the development or expose people or structures to potential substantial advecse effects, result in substantial substantial advecse effects, result in substantial substantial advecse effects, result in substantial substantial advecse effects, result in antestine geologic unit or on expansive soil. It he suits would not be impacted in a way waste waste water disposal systems.

z

z

Z

z

х

x

х

х

Statew atzaw io lusuqaib adj

Sequellos yo noitorieupil

2 Hosqui

 e). Ilave soils incapable of adequately supporting the use of segric tanks or alternative waste water disposal systems where sewers are not available for

 Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), "creating substantial visks to life or property?"

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 offsite landslide, lateral spreading, subsidence,

b). Result in substantial sail erosion or the loss of

# CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

| Issues and Supporting Information Sources                                                                                                                                                                                                                                                                                                                                                                           | Sources (if<br>applicable) | Potentially<br>Significant<br>Issues | Potentially<br>Significant<br>Unless<br>Mitigation<br>Incorporated | Less than<br>Significant<br>Impact | No Impact |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------|--------------------------------------------------------------------|------------------------------------|-----------|
| 4. HYDROLOGY AND WATER QUALITY, Wou                                                                                                                                                                                                                                                                                                                                                                                 | d the project.             |                                      |                                                                    | ·                                  | •         |
| a). Violate any water quality standards or waste<br>discharge requirements?                                                                                                                                                                                                                                                                                                                                         | · - • - • • • • •          |                                      |                                                                    |                                    | ×         |
| b). Substantially deplete groundwater supplies or<br>interfere substantially with groundwater recharge<br>such that there would be a net deficit in agnifer<br>volume or a lowering of the local groundwater<br>table level (e.g., the production rate of pre-existing<br>nearby wells would drop to a level which would not<br>support existing land uses or planned uses for<br>which permits have been granted)? |                            |                                      |                                                                    |                                    | X         |
| d). Substantially alter the existing drainage<br>pattern of the site or area, including through the<br>alteration of the course of a stream or river, or<br>substantially increase the rate or amount of surface<br>runoff in a manner which would result in flooding<br>on or off-size?                                                                                                                            |                            | ·                                    |                                                                    |                                    | x         |
| e). Create or contribute runoff water which would<br>exceed the capacity of existing or planned<br>stormwater drainage systems or provide<br>substantial additional sources of polluted runoff?                                                                                                                                                                                                                     | 2                          |                                      |                                                                    |                                    | x         |
| f). Otherwise substantially degrade water quality?                                                                                                                                                                                                                                                                                                                                                                  |                            |                                      |                                                                    |                                    | x         |
| g). Place housing within a 100-year flood hazard<br>area as mapped on a federal Flood Hazard<br>Boundary or Flood Insurance Rate Map or other<br>flood hazard defineation map?                                                                                                                                                                                                                                      | 2                          |                                      |                                                                    |                                    | ¥.        |
| h). Place within a 100-year flood hazard area<br>structures which would impede or redirect flood<br>flows?                                                                                                                                                                                                                                                                                                          | 2                          |                                      |                                                                    |                                    | x         |
| i) Expose people or structures to a significant risk<br>of loss, injury or death involving flooding,<br>including flooding as a result of the faiture of a<br>levee or dam?                                                                                                                                                                                                                                         |                            |                                      |                                                                    |                                    | λ         |
| ]) Inundation by Seiche, tsunami, or mudflow?                                                                                                                                                                                                                                                                                                                                                                       |                            |                                      |                                                                    |                                    | х         |

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 axes 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:

# ENVIRONMENTAL INITIAL STUDY CITY OF PALOS VERDES ESTATES

|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | ?()nemtiup:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | ntersections) or incompatible uses (e.g., farm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | eature (e.g., sharp curves or dangerous                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <u> </u>                                                                                         |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  | ·                 | agisab e ol oub sbazarde ease hazards due to a design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | grafez leitnetedue ni stineer tent noiteool ni egente<br>Saisi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | An increase in a comparison in traffic levels or a<br>aniloging either an increase in traffic levels or a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ×                                                                                                |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | .). Result in a change ia air frattic patterns.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ]                                                                                                |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | System of the second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | congestion management agency for devignated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| v                                                                                                |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | evel of service standard established by the county                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| X                                                                                                |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  | · ···             | <ol> <li>Exceed, either individually or cumulatively, a</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | 2(snoi)2923no:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | icity, the volume to capacity ration on roads, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | aloiday to roduum ada rodaio ni assorani hiitmetedua                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | and capacity of the street system (i.e., result in a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                   | beol officities the existing traffic lond                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| x                                                                                                |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  | 7                 | si failw offert miosessani ne osna)(a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| •                                                                                                |                                                   | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |                   | ATRANSPORTATION/TRAFFIC: Would the proj                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                  |                                                   | ie stopo sigenoù                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | bajda Biw son ,  | stołdobal Alijen  | un lacaded near uses considered to be sensitive air qu<br>ocopie ax a result of this pruposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| zi ofiz odT and                                                                                  | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |                   | inplementation of an applicable air quality plan or i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| zi ofiz odT and                                                                                  | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |                   | depression of an applicable sin quality plan of in<br>the proposed yoar clusuge and miscellarscous applies<br>anylemsersistion of an applicable sin quality plan of i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| ructs the<br>ructs the<br>ant. The site is                                                       | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | pollatant concentrations?<br>s). Create objectionable odors affecting a<br>custorial number of people?<br>fine preposed yone cluange and miscellancous applies<br>implementation of an applicable air quality plan or i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| x<br>rucis the<br>site site is                                                                   | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>Expose sensitive receptors to substantial</li> <li>Expose sensitive receptors to substantial</li> <li>Oreale objectionable odors affecting a<br/>ubstantial number of people?</li> <li>Supposed yone elusage and miscellaneous applies<br/>inplementation of an applicable air quality plan or in<br/>mplementation of an applicable air quality plan or in</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| x<br>ructs the<br>site iste iste iste iste iste iste iste                                        | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | recursors)?<br>). Expose sensitive receptors to substantial<br>ollatant concentrations?<br>). Create objectionable adors affecting a<br>ubstantial number of people?<br>(he proposed yong clusuge and miscellareous applies<br>implementation of an applicable air quality plan or in<br>mplementation of an applicable air quality plan or in<br>mplementation of an applicable air quality plan or in<br>(here the section of an applicable air quality plan or in<br>(here the section of an applicable air quality plan or in<br>(here the section of an applicable air quality plan or in<br>(here the section of an applicable air quality plan or in<br>(here the section of an applicable air quality plan or in<br>(here the section of an applicable air quality plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan or in the section of a plan or in<br>(here the section of a plan or in the section of a plan                                             |
| x<br>rucis the<br>ant. The site is                                                               | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | xcred quantitutive thresholds for uzune<br>recursors)?<br>(). Expose sensitive receptors to substantial<br>ollatant concentrations?<br>). Create objectionable odors affecting a<br>ubstantial number of people?<br>(he proposed yong change and miscellaricous applies<br>(mplementation of an applicable air quality plan or in<br>mplementation of an applicable air quality plan or in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| x<br>rucis the<br>ant. The site is                                                               | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | taudard (including releasing emissions which<br>acced quantitutive thresholds for uzune<br>recursors)?<br>(). Expose sensitive receptors to substantial<br>olluiant concentrations?<br>(). Create objectionable odors affecting a<br>ubstantial number of people?<br>()e proposed vone change and miscellaneous applies<br>()m proposed vone change of a manuel ()m proposed vone change ()m proposed vone change ()m proposed vone change ()m proposed                                                    |
| x<br>rucits the<br>ant. The aite is                                                              | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | pplicable federal or state ambient air quality<br>taudard (including releasing emissions which<br>acced quantitative thresholds for uzune<br>orecursors)?<br>(). Expose sensitive receptors to substantial<br>officiant concentrations?<br>(). Oreate objectionable odors affecting a<br>ubstantial number of people?<br>()a proposed yone change and miscellaneous applies<br>()a proposed yone of an applicable air quality plan or i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| x<br>rucis the<br>ant. The site is                                                               | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | nerease of any criteria pollutant for which the<br>project region is non-attainment under an<br>project region is non-attainment under an<br>policable federal or state ambient air quality<br>taudard (including releasing emissions which<br>incertsors)?<br>(). Expose sensitive receptors to substantial<br>onliaint concentrations?<br>(). Create objectionable odors affecting a<br>ubstantial number of people?<br>() or proposed yong elusuge and miscellaneous applies<br>() or proposed yong elusuge and miscellaneous elusub |
| x<br>rucis the<br>site is site is                                                                | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | nerease of any criteria pollutant for which the<br>moject region is non-attainment under an<br>pplicable federal or state ambient air quality<br>taudard (including releasing emissions which<br>acced quantitutive thresholds for usune<br>(). Expose sensitive receptors to substantial<br>onliatant concentrations?<br>(). Create objectionable odors affecting a<br>ubstantial number of people?<br>()ac proposed yong clusuge and miscellaneous applies<br>()ac proposed yong clusuge and miscellaneous applies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| X<br>X<br>ructs the<br>ruct site is                                                              | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>). Result in a cumulatively considerable net<br/>necesse of any criteria pollutant for which the<br/>project region is non-attainment under an<br/>particuble federal or state ambient air quality<br/>taudard (including releasing emissions which<br/>arceed quantitative thresholds for uzune<br/>of ecursors)?</li> <li>(). Expose sensitive receptors to substantial<br/>unstant concentrations?</li> <li>(). Create objectionable odors affecting a<br/>ubstantial number of people?</li> <li>() Proposed sons from other and miscellare a<br/>pollutant concentrations?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| X<br>X<br>ructs the<br>ruct site is                                                              | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>isolation?</li> <li>i. Result in a cumulatively considerable net<br/>nurcease of any criteria pollutant for which the<br/>project region is non-attainment under an<br/>taudard (including releasing emissions which<br/>the audard (including releasing emissions which<br/>orecursors)?</li> <li>i). Expose sensitive thresholds for uzune<br/>orecursors)?</li> <li>i). Expose sensitive receptors to substantial<br/>oblictant concentrations?</li> <li>i). Create objectionable odors affecting a<br/>oblictant concentrations?</li> <li>i). Create objectionable odors affecting a<br/>ubstantial number of people?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| X<br>X<br>ructs the<br>ruct site is                                                              | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>ubstantiully to an existing or projected air quality<br/>violation?</li> <li>Result in a cumulatively considerable net<br/>necesse of any criteria pollutant for which the<br/>project region is non-attainment under an<br/>opplicable federal or state ambient air quality<br/>opplicable federal or state ambient air quality<br/>taudard (including releasing emissions which<br/>the propes consitive thresholds for usune<br/>or ecursors)?</li> <li>Create objectionable odors affecting a<br/>oblittant concentrations?</li> <li>Create objectionable odors affecting a<br/>ubstantial number of people?</li> <li>(he proposed yoar of an applicable air quality plan or i<br/>upstantial number of people?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| x<br>x<br>x<br>ructs the<br>fructs the<br>sut. The site is                                       | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>9). Violate any air quality standard or contribute<br/>ubstantiully to an existing or projected air quality<br/>violation?</li> <li>6). Result in a cumulatively considerable net<br/>nerease of any criteria pollutant for which the<br/>nerease of any criteria pollutant for which the<br/>implicable federal or state ambient air quality<br/>taudard (including releasing emissions which<br/>the dramifedive thresholds for uzune<br/>orecursors)?</li> <li>6). Expuse sensitive thresholds for uzune<br/>organizations?</li> <li>6). Expuse sensitive thresholds for uzune<br/>organizations?</li> <li>6). Expused sonetrations?</li> <li>6) for proposed sone objectionable odors affecting a<br/>ubstantial number of people?</li> <li>7) or upstantial number of angluge and miscellargeous applications<br/>unstantial number of nucleable air quality plan or i<br/>metablementation of an applicable air quality plan or i<br/>miscellargeneous and miscellargeous applications</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| x<br>x<br>x<br>ruct the<br>ine site is                                                           | eriteria polluta                                  | я јо аквазоні дан                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>pplicable air quality plan?</li> <li>yiolate any air quality plan?</li> <li>yiolate any air quality standard or contribute ubstantially to an existing or projected air quality iteration?</li> <li>). Result in a cumulatively considerable net net enterese of any criteria pollutant for which the policable federal or state ambient and er an use iteration?</li> <li>(). Expose of any criteria pollutant for which the policable federal or state ambient and er an use iteration is under an under an under an iterations?</li> <li>(). Expose sensitive thresholds for usune or interact of guarticaling releasing emissions which the orders of an ubstantial.</li> <li>(). Expose sensitive receptors to substantial ubstantial ubstantial in an ubstantial vectors?</li> <li>(). Create objectionable odors affecting a ubstantial number of people?</li> <li>(). Oreate objectionable odors affecting a number of people?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| X<br>X<br>X<br>X<br>X<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y | eriteria polluta                                  | о<br>10 октория<br>10 октор  |                  | ution will not re | <ul> <li>pplicable air quality plan?</li> <li>yiolate any air quality plan?</li> <li>yiolate any air quality standard or contribute ubstantially to an existing or projected air quality iteration?</li> <li>). Result in a cumulatively considerable net net enterese of any criteria pollutant for which the policable federal or state ambient and er an use iteration?</li> <li>(). Expose of any criteria pollutant for which the policable federal or state ambient and er an use iteration is under an under an under an iterations?</li> <li>(). Expose sensitive thresholds for usune or interact of guarticaling releasing emissions which the orders of an ubstantial.</li> <li>(). Expose sensitive receptors to substantial ubstantial ubstantial in an ubstantial vectors?</li> <li>(). Create objectionable odors affecting a ubstantial number of people?</li> <li>(). Oreate objectionable odors affecting a number of people?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| X<br>X<br>X<br>X<br>X<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y<br>Y | eriteria polluta                                  | Incorporated<br>Incorporation<br>In increase of a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ution will not re | <ul> <li>pplicable air quality plan?</li> <li>y. Violate any air quality plan?</li> <li>y. Violate any air quality standard or contribute ubstantiully to an existing or projected air quality iteration?</li> <li>y. Result in a cumulatively considerable net nerease of any criteria pollutant for which the project region is non-subiander dor which the pplicable federal or state ambient air quality manuer decad or state ambient air quality iterate does an existing emissions which the pplicable federal or state ambient air quality decures of any criteria pollutant for which the pplicable federal or state ambient air quality durate duratifutive thresholds for uzune an ecursors)?</li> <li>(b) Expose sensitive receptors to substantial ubstantial ubstantial number of people?</li> <li>(create objectionable odors affecting a ubstantial number of people?</li> <li>(he proposed yong change and miscellargeous applications in presentation of an applicable air antisecting a miscellarge of or state and miscellarge and miscellarge of other attecting a more antisecting a substantial bier or second of the substantial concentrations?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| X<br>X<br>X<br>X<br>x<br>ructs the<br>ine site is                                                | atedo no iltive est<br>eterlioq einosino          | noitsgriðni<br>beitriogrópni<br>beitriogrópni<br>i heitriogrópni<br>i heitriographi<br>i heit                                                                                                                                                                               | BQ019Y9b ni slus | ution will not re | <ul> <li>pplicable air quality plan?</li> <li>p). Violate any air quality plan?</li> <li>p). Violate any air quality standard or contribute ubstantially to an existing or projected air quality iteration?</li> <li>p). Result in a cumulatively considerable net mercase of any criteria pollutant for which the project region is non-subainded for which the policable federal or state ambient air quality taunard (including releasing emissions which the precessors)?</li> <li>p). Expose sensitive thresholds for usune interact of usefuling releasing emissions which the precessors)?</li> <li>p). Expose sensitive receptors to substantial under an ubstantial vectors?</li> <li>p). Expose sensitive receptors to substantial ubstantial ubstantial vectors?</li> <li>p). Create objectionable odors affecting a ubstantial ubstantial number of people?</li> <li>(he proposed yoad clauge and miscellarge us applies applies and miscellarge of any provide applications?</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| X<br>X<br>X<br>X<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x | tasqual<br>stedo to drive st<br>stedo to drive st | essatio<br>noitsguid<br>bataroqpoza<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>interestat<br>int | seussi           | 2<br>2<br>2<br>2  | <ul> <li>popplicable air quality plan?</li> <li>p). Violate any air quality plan?</li> <li>p). Violate any air quality standard or contribute matatantially to an existing or projected air quality isolation?</li> <li>c). Result in a cumulatively considerable net merease of any criteria pollutant for which the project region is non-sultainment under an project region is receptors to substantial provide three places affecting a pollutant concentrations?</li> <li>c). Create objectionable odors affecting a pollutant concentrations?</li> <li>c). Create objectionable odors affecting a fiber attained a fiber place objectionable odors affecting a substantial.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| X<br>X<br>X<br>X<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x<br>x | atedo no iltive est<br>eterlioq einosino          | noitsgriðni<br>beitriogrópni<br>beitriogrópni<br>i heitriogrópni<br>i heitriographi<br>i heit                                                                                                                                                                               | BQ019Y9b ni slus | ution will not re | <ul> <li>(settes and Supporting Information Solutees</li> <li>(settes and Supporting Information Solutees</li> <li>(settes and Supporting Information Solutees</li> <li>(solation?</li> <li>(notation?</li> <li>(solation?</li> <li>(notation?</li> <li>(solation?</li> <li>(solating releasing emissions which the optical of supersolation?</li> <li>(solation?</li> <li>(solation?</li> <li>(solation?</li> <li>(solation?</li> <li>(solation?</li> <li>(solating releasing emissions which the optical of supersolation?</li> <li>(solation?</li> <li>(solation?)</li> <li>(solation?</li> <li>(solation?)</li> <li>(solat</li></ul>                                                                                         |

X X τ

I

:

:

:

÷

.

f). Result in inadequate parking capacity?

eszaros genegrama etnepedini ni flazesi .(o

# CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

| Issues and Supporting Information Sources                                                              | Sources (if                           | Potentially      | Potentially        | Less than         | No І <b>ппр</b> ас |
|--------------------------------------------------------------------------------------------------------|---------------------------------------|------------------|--------------------|-------------------|--------------------|
|                                                                                                        | applicable)                           | Significant      | Significant        | Significant       |                    |
|                                                                                                        |                                       | Issues           | Unless             | Impact            |                    |
|                                                                                                        |                                       |                  | Mitigation         |                   | •                  |
|                                                                                                        | · · ·                                 |                  | Incorporated       | · · · ·           |                    |
|                                                                                                        | · · · · · · · · · · · · · · · · · · · |                  | · · · ·            |                   |                    |
| ). Conflict with adopted policies, plans, or                                                           | 2                                     |                  |                    |                   | x                  |
| programs supporting alternative transportation                                                         |                                       |                  |                    |                   |                    |
| e.g., bus turnouts, bicycle racks)?                                                                    |                                       |                  |                    |                   |                    |
| Fhore will be no new housing units and the current :                                                   | site will remain                      | as one residence | e. The proposed    | entitlements wi   | ill therefore      |
| tot result in transportation/traffic impacts.                                                          |                                       |                  |                    |                   |                    |
|                                                                                                        |                                       |                  | 1                  | · · ·             |                    |
| 7. BIOLOGICAI. RESOURCES. Would the proje                                                              |                                       |                  |                    | ··                |                    |
| a). Have a substantial adverse effect, either                                                          |                                       |                  |                    |                   | X                  |
| firectly or through habitat modifications, on any                                                      |                                       |                  |                    |                   |                    |
| precies identified as a candidate, sensitive, or<br>preciat 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?                                                                                      |                                       |                  |                    |                   |                    |
| ). Have a substantial adverse effect on any                                                            |                                       |                  |                    |                   | x                  |
| iparian habitat or other sensitive natural                                                             |                                       |                  |                    |                   |                    |
| community identified in local or regional plans,                                                       |                                       |                  |                    |                   |                    |
| solicies, regulations or by the California                                                             |                                       |                  |                    |                   |                    |
| Department of Fish and Fame or US Fish and<br>Wildlife Service?                                        |                                       |                  |                    |                   |                    |
| c). Have a substantial adverse effect on federally                                                     |                                       |                  |                    |                   | X                  |
| protected wetlands as defined by Section 404 of the                                                    |                                       |                  |                    |                   |                    |
| Clean Water Act (including, but not limited to:                                                        |                                       |                  |                    |                   |                    |
| narsh, vernal pool, coastal, etc.) through direct                                                      |                                       |                  |                    |                   |                    |
| removal, filling, hydrological interruption, or other                                                  |                                       |                  |                    |                   |                    |
| nieans?                                                                                                |                                       |                  |                    |                   |                    |
| i). Interfere substantially with the movement of                                                       |                                       |                  |                    |                   | x                  |
| any native resident or migratory fish or wildlife                                                      | :                                     |                  |                    |                   |                    |
| species or with established native resident or                                                         |                                       |                  |                    |                   |                    |
| nigratory wildlife corridors, or impede the use of                                                     |                                       |                  |                    |                   |                    |
| native wildlife nursery sites?                                                                         |                                       |                  |                    |                   |                    |
| e) Conflict with any local policies or ordinances                                                      |                                       |                  |                    |                   | х                  |
| protecting biological resources, such as a tree                                                        |                                       |                  |                    |                   |                    |
| preservation policy or ordinance?                                                                      |                                       |                  |                    |                   |                    |
| ) Conflict with the provisions of an adopted                                                           |                                       |                  |                    |                   | x                  |
| Habitat Conservation Plan, or other approved                                                           |                                       |                  |                    |                   |                    |
| ocal, regional, or state habitat conservation plan?                                                    |                                       |                  |                    |                   |                    |
|                                                                                                        |                                       |                  |                    |                   |                    |
| Although the proposed entitlement includes a zone c                                                    | hange from On                         | en Space to R-1  | , the site is heav | ily deed-restrict | ed and subje       |
| to an open space easement that prohibits developme                                                     | ai on the major                       | ity of the rezon | ed area. What li   | ttle developmen   | it is permitte     |
| y the deal restrictions would be situated within pro-                                                  |                                       |                  |                    |                   |                    |
| learance of native habitats or impacts to species. N                                                   |                                       |                  |                    |                   |                    |

biological resources are anticipated to occur.

8, MINERAL RESOURCES. Would the project:

# ENAISONMENTAL INITIAL STUDY CITY OF PALOS VERDES ESTATES

| 1         |                                       |                          |                                      |                                       | fabric ative stimulation in the stimulation of the                                                                                                |
|-----------|---------------------------------------|--------------------------|--------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         |                                       |                          |                                      |                                       | urbapized areas or where residences are                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|           |                                       |                          |                                      |                                       | o) Juanging where wildlands are adjacent to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|           |                                       |                          |                                      |                                       | risk of loss, injury or death involving wildland                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| x         |                                       |                          |                                      |                                       | <ul> <li>Expose people or structures to a significant</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|           |                                       | ·                        |                                      | <u> </u>                              | ошекбенск екасиящон Бранд                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           |                                       |                          |                                      |                                       | with an adulted energency response plan or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| x         |                                       | i                        |                                      |                                       | <ol> <li>templair implementation of or physically interfere</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|           |                                       |                          |                                      | ····                                  | andratui rillooimede zo le mituta emilerei visanel (s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|           |                                       |                          |                                      |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           |                                       |                          |                                      |                                       | for people residing to Working in the project area?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           |                                       |                          |                                      |                                       | airstrip, would the project result in a safery hazard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ¥         |                                       |                          |                                      |                                       | f) For a project within the vicinity of a private                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|           |                                       |                          |                                      |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           |                                       |                          |                                      |                                       | Sears tostory off algoing on working in the project area to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| i         |                                       |                          | -                                    |                                       | burned the project result in a safety have                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           |                                       |                          |                                      |                                       | within two miles of a public strport or public use                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           |                                       |                          |                                      |                                       | plan or, where such a plan has not been adopted,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| x         |                                       |                          |                                      |                                       | esu busi froquia na mifin bolasol frojori a no. (e                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           |                                       |                          |                                      |                                       | the environment?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ļ ļ       |                                       |                          |                                      |                                       | would it create a significant bazard to the public or the surger of the                                                                                                |
|           |                                       |                          |                                      |                                       | Government code Section 65962,5 and, as a result,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|           |                                       |                          |                                      |                                       | u husurang baliqmos sariz alainatan zuobrazat to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| x         |                                       |                          |                                      |                                       | b) Be located on a site which is included on a list<br>of insurant believes sais slopeting methods of be<br>of insurant believes a site slopeting methods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| *         |                                       |                          |                                      |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           |                                       |                          |                                      |                                       | stootas teetas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|           |                                       |                          |                                      |                                       | to gaitsize as to slim retrempeno mithe eteru                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ļ         |                                       |                          |                                      |                                       | or seulely bazardous materials, substances, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| x         |                                       |                          |                                      |                                       | c). Entit hazardous entissions or handle hazardous                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           |                                       |                          |                                      |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           |                                       |                          |                                      |                                       | Stnomnorivae off ofni slkinotem suobugaçıt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           |                                       |                          |                                      |                                       | lo szejést síti gnivlovui zgofilogo tasbisse bus                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|           |                                       |                          |                                      |                                       | tesqu sideeseeably foreasting foreasting themnority to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <u>x</u>  |                                       |                          |                                      |                                       | b). Create a significant hazard to the public or the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           |                                       |                          |                                      |                                       | Sizistern suchnessed to insogaid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|           |                                       |                          |                                      |                                       | environment through the routine transport, use or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| x         |                                       |                          |                                      |                                       | <ul> <li>Create a significant hazard to the public or the</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           |                                       |                          | Jool                                 | Would the pro-                        | 9. HAZARDS AND HAZARDOUS MATERIALS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           |                                       |                          |                                      | rue broject                           | lo Huzan is an fostaterimi od lissik sooraooso iteranim of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           |                                       |                          |                                      |                                       | and use plan but in the second s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           |                                       |                          |                                      |                                       | delinested on a local general plan, specific plan or<br>when love book are along                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|           |                                       |                          |                                      |                                       | ingertant mineral resource recovery site and in or and in or and in or and in a level with the second s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| x         |                                       |                          |                                      |                                       | <ul> <li>b). Result in the loss of availability of a locally-<br/>interaction interaction in the second sec</li></ul>                                                                                     |
| <u> </u>  |                                       |                          | {                                    |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           |                                       |                          |                                      |                                       | mineral resource that would be of value to the<br>region and the resident of the state?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| x         |                                       | 1                        |                                      |                                       | <ol> <li>Result in the loss of availability of a known<br/>of the loss of head of the second loss of the<br/>off of a second loss of the second loss of the<br/>off of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the second loss of the<br/>second loss of the second loss of the second loss of the second loss of the<br/>second loss of the second loss of the se</li></ol> |
|           | 1                                     | <del> </del> <del></del> |                                      | · · · · · · · · · · · · · · · · · · · | manage a fa shifted from the such off of thread (a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1 . "     |                                       | 1° · ·                   | Pri Pri Pri                          |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| · ·       |                                       | monthorater              | k.                                   |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| · · ·     | '.'.'                                 | Incorporated             | · · · · · ·                          |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ·         | · · · · · · · · · · · · · · · · · · · | Milligation              | · · · · · ·                          |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           | 15ectuiț                              | Unless<br>Unitestion     | รอกรรม                               |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| уэвдті ом | l.ess than<br>Significant<br>tacqui   | Milligation              | Poténtially<br>Significant<br>source | Sources (il                           | saorito.8 noitemroini gairtoqqu8 bus sasest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

# CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

| Issues and Supporting information Sources              | Sources (if                             | Potentially                           | Potentially        | Less than         | No Impact               |
|--------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------------|-------------------|-------------------------|
|                                                        | applicable)                             | Significant                           | Significant        | Significant       |                         |
|                                                        | i                                       | Issues                                | Unless             | Impact            |                         |
|                                                        |                                         |                                       | Mitigation         | •                 | · ·                     |
|                                                        | . ·                                     |                                       | Incorporated       |                   |                         |
|                                                        |                                         |                                       |                    |                   |                         |
| No aspects of the proposed zone change and miscella    | meous applicati                         | ion involve baza                      | rdous materials.   | , and is the site | within an               |
| airport land use plan or private airstrip. There are   |                                         | mergency respo                        | nse or cyacuatio   | n 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      | 2                                       |                                       |                    |                   | x                       |
| levels in excess of standards established in the local |                                         |                                       |                    |                   |                         |
| general plan or noise ordinance, or applicable         |                                         |                                       |                    |                   |                         |
| standards of other agencies?                           |                                         |                                       |                    |                   |                         |
| b). Exposure of persons to or generation of            | 2                                       |                                       |                    |                   | x                       |
| excessive groundborne vibration or groundborne         |                                         |                                       |                    |                   |                         |
| noise levels?                                          |                                         |                                       |                    |                   |                         |
| c). A substantial permanent increase in ambient        | 2                                       |                                       |                    |                   | x                       |
| noise levels in the project vicinity above levels      |                                         | 1                                     |                    |                   |                         |
| existing without the project?                          |                                         |                                       | ]                  |                   |                         |
| d) A substantial temporary or periodic increase in     | 2                                       |                                       |                    |                   | x                       |
| ambient noise levels in the project vicinity above     | -                                       |                                       |                    |                   | ] -                     |
| levels existing without the project?                   |                                         |                                       |                    |                   | 1                       |
| e). For a project located within an airport land use   | 2                                       |                                       |                    | <u> </u>          | x                       |
| plan or, where such a plan has not been adopted.       | -                                       |                                       |                    |                   |                         |
| within two miles of a public air port or public use    |                                         |                                       |                    |                   |                         |
| airport, would the project expose people residing      |                                         |                                       |                    |                   |                         |
| or working in the project area to excessive noise      |                                         |                                       |                    |                   |                         |
| levels"                                                |                                         |                                       | :                  |                   |                         |
| f). For a project within the vicinity of a private     | 2                                       |                                       |                    |                   | x                       |
| sinstrip, would the project expose people residing     |                                         |                                       |                    |                   |                         |
| or working in the project area to excessive noise      | Į.                                      |                                       | ;                  |                   |                         |
| levels?                                                |                                         |                                       |                    |                   |                         |
| Future development on the site which is the subject    | of the proposed                         | t<br>I zone change is                 | timited by deed    | restrictions for  | iting the uses          |
| mainly to accessory structures in a distinct area. N   |                                         |                                       |                    |                   |                         |
|                                                        | • • • • • • • • • • • • • • • • • • • • |                                       |                    |                   | •                       |
|                                                        |                                         |                                       |                    |                   |                         |
| 11. PUBLIC SERVICES. Would the project result          | in substantial a                        | dverse physical                       | impacts associa    | ted with the pr   | ovision of new          |
| or physically altered governmental facilities, need f  | or new or physi-                        | cally altered go                      | verninentai tacij  | ities, the constr | ucuen et which<br>sthes |
| could cause significant environmental impacts, in or   |                                         | acceptable serv                       | vice rations, resi | ponse times or t  | Julier                  |
| performance objectives for an of the following publ    |                                         |                                       | 1 .                |                   | <b>1</b>                |
| a). Fire protection?                                   | 1,2                                     |                                       |                    |                   | <u>x</u>                |
| b). Police protection?                                 | 1,2                                     |                                       | +                  |                   | x                       |
| c). Schools?                                           | 1,2                                     |                                       | ·                  | <u> </u>          | x                       |
| d). Parks?                                             | 1,2,3                                   |                                       |                    | ·                 | x .<br>x                |
| e). Other public facilities?                           | 1,2,3                                   | and minueller-                        | ane application    |                   | <u> </u>                |
| No public services would be impacted by the propo-     | seu zone change                         | and miscenane                         | ons spinearion.    |                   |                         |
| 12. UTILITIES AND SERVICE SYSTEMS, Wool                | d the project:                          |                                       |                    |                   |                         |
| 12. OILLIILS KAD SERVICESTOTERS, NO.                   |                                         |                                       | 1                  | ,                 | 1                       |
| a), Exceed wastewater freatment requirements of        |                                         |                                       |                    | 1                 | X                       |
|                                                        |                                         |                                       |                    |                   | x                       |

# YOUTS JAITINI JATUBHNOSIYNE CLLA ON HWICH AEBDER ESTATES

1.1

and the second second

- -

|                        |                                                             |                                                          |                                                          |                                                    | 14. CULTURAL RESOURCES. Would the project:                                                                                                                                                                                                                                                                                                               |
|------------------------|-------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| , gaweba,<br>10a bino, | fied area (e.g., a<br>es. Such uses w<br>filte site, or ere | itooqs n ni ylao t<br>an dous Ariw bo<br>an alaasado kaa | attimneg eta se<br>olevelo ylenoive<br>iv gatteixe ett e | ortionas vioces<br>vig noot vieru<br>bragod vierus | While a variety of structures are generally allowed w<br>Wevelopment of the re-zoned site is very timited. Acce<br>sports court, etc.), on a portion of the land that bas a<br>sports cent, etc.), on a portion of the land that bas a<br>sport a scenic vista, damage scenic resources, subst<br>andres of substantial light and glare. Art Jury scelle |
| x                      | :                                                           |                                                          |                                                          |                                                    |                                                                                                                                                                                                                                                                                                                                                          |
| x                      |                                                             |                                                          |                                                          |                                                    | ), Substantially degrade the existing visual<br>instactor or quality of the site and its<br>urroutenes?                                                                                                                                                                                                                                                  |
| x                      |                                                             |                                                          |                                                          |                                                    | ), Substantially damage scenic resources,<br>meluding, but not limited to, trees, rock<br>puteruppings, and historic hulidings within a state<br>scenic highway?                                                                                                                                                                                         |
| x                      |                                                             |                                                          |                                                          | τ                                                  | <ol> <li>AESTHETICS. Would the proposal:<br/><ol> <li>Have a substantial adverse effect on a scenic</li></ol></li></ol>                                                                                                                                                                                                                                  |
|                        |                                                             | -610201303                                               | ura pasodo id ai                                         |                                                    | No impacts to utilities and service systems will accur                                                                                                                                                                                                                                                                                                   |
| x                      |                                                             | staamohi                                                 | tue beso((0)0 4.                                         |                                                    | <ol> <li>Comply with federal, state, and local statutes<br/>and regulations related to solid waste?</li> </ol>                                                                                                                                                                                                                                           |
| x                      | :                                                           |                                                          |                                                          |                                                    | <li>Be served by a landth with sofficient permitted<br/>expectly to accommudate the project's solid waste<br/>disposal needs?</li>                                                                                                                                                                                                                       |
| x                      |                                                             |                                                          |                                                          |                                                    | c). Result in a determination by the wastewater<br>reatment provider which serves or may serve the<br>project's projected demand in adiition to the<br>provider's existing commitments?                                                                                                                                                                  |
| x                      |                                                             |                                                          |                                                          |                                                    | <ul> <li>Itave sofficient water supplies available to<br/>erve the project form existing confidements and<br/>resources, or are new or expanded entitiements<br/>readed?</li> </ul>                                                                                                                                                                      |
| ×                      | :                                                           |                                                          | 1                                                        | τ                                                  | .). Keqaire or result in the construction of new<br>(ערום שמנפי לרפומקפ למכלולנפג or expansion of<br>מנולומץ למכלולנפג, להפ טסמארמכ(וסם על שלווכם נסטום)<br>מנולומץ למכלולנפגי, להפ טסארמרמר פרופטצל                                                                                                                                                     |
| x                      |                                                             |                                                          |                                                          |                                                    | <ul> <li>Mequire or result in the construction of new<br/>water or wastewater Incilities or expansion of<br/>szisting facilities, the construction of which could<br/>surse significant environmental effects?</li> </ul>                                                                                                                                |
| · · ·                  | taerjani -                                                  | essin∪<br>NitigitiM<br>Patrioqiooni                      | şənssı                                                   |                                                    |                                                                                                                                                                                                                                                                                                                                                          |
| ing mpact              | Less than<br>Eignificant                                    | Potentially<br>Incornagiz                                | Vilsumooo<br>Jasofingi?<br>Surat                         | ) i) sociotos<br>(aldecilqqa                       | seonos noinanioini gainoquel bas seusa                                                                                                                                                                                                                                                                                                                   |

| Issues and Supporting Information Sources                                                                                                                                                                                   | Sources (if                          | Potentially                         | Potentially<br>Significant | Less than<br>Significant | No împact      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|----------------------------|--------------------------|----------------|
|                                                                                                                                                                                                                             | applicable)                          | Significant<br>Issues               | Unless                     | Impact                   |                |
|                                                                                                                                                                                                                             | •                                    |                                     | Mitigation<br>Incorporated |                          |                |
|                                                                                                                                                                                                                             |                                      |                                     | <b>11100</b> por           |                          |                |
| i). Cause a substantial adverse change in the                                                                                                                                                                               |                                      |                                     |                            |                          | х              |
| significance of a historical resource as defined in §<br>15064.5?                                                                                                                                                           |                                      |                                     |                            |                          |                |
| 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<br>paleontological resource or site or unique geologic<br>feature?                                                                                                              |                                      |                                     |                            |                          | x              |
| d). Disturb any human remains, including those interred outside of formal compteries?                                                                                                                                       |                                      |                                     |                            |                          | x              |
| e). Restrict existing religious or sacred uses within<br>the potential impact area?                                                                                                                                         |                                      |                                     |                            |                          | x              |
| allowable R J uses to accessory structures in a disti<br>or near any known cultural resources.                                                                                                                              | ict area within                      | a previously de:                    | veloped and/or d           | isturbed locatio         | IN TRAC IS NOT |
| 15. RECREATION.                                                                                                                                                                                                             |                                      | r                                   |                            | · · · ·                  |                |
| a). Would the project increase the use of existing<br>neighborhood and regional parks or other<br>recreational facilities such that substantial physical<br>deterioration of the facility would occur or be<br>accelerated? | 1.2                                  |                                     |                            |                          | x              |
| b). Does the project include recreational facilities                                                                                                                                                                        |                                      |                                     |                            |                          | x              |
| or require the construction or expansion of<br>recreational facilities which might have an adverse<br>physical effect on the environment?                                                                                   |                                      |                                     |                            |                          |                |
| No impacts to existing recreational facilities will res-<br>although recreational facilities may be allowed in a<br>reconstruction of such facilities (e.g., a sports court)                                                | portion of the ro<br>will not produc | e-zoned land, th<br>ce adverse impa | e area is previou<br>cts.  | isly disturbed a         | nd             |
| 16. AGRICULTURE RESOURCES: In determining<br>effects, lead agencies may refer to the California Agencies<br>the California Department of Conservation as an op-<br>the project;                                             | ricultoral Land                      | Evaluation and                      | l Site Assessmen           | t Model (1997)           | prepared by    |
| a). Convert Prime Farmland, Unique Farmland, or<br>Farmland of Statewide Importance (Farmland), as                                                                                                                          |                                      |                                     | ^/,                        |                          | x              |
| hown on the maps prepared pursuant to the<br>Farmland Mapping and Monitoring Program of<br>the California Resources Agency, to non-                                                                                         |                                      |                                     |                            |                          |                |
|                                                                                                                                                                                                                             |                                      |                                     |                            |                          |                |
| agricultural use?                                                                                                                                                                                                           |                                      |                                     |                            |                          | x              |

# CITY OF PALOS VERDES ESTATES ENVIRONMENTAL INITIAL STUDY

.

# ERAISONWERLYT INLINT SLUDA CILA OL LVTOS AFISTES ESLADAS

| ,શ્રેગ્રંકલ્લાં ગંધક | nabiznoa ytavitu                       | lumus ni Iluser ,                                                   | Двавновічна ак                 |                              | human beings, eithter directly or indirectly?<br>The proposal does not have the potential to degrade<br>or cause substantial adverse effects on human beings                                                                                                                                                                                                                                                                                                                                                         |
|----------------------|----------------------------------------|---------------------------------------------------------------------|--------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| x                    |                                        |                                                                     |                                |                              | c). Does the project have environmental effects<br>which will cause substantial adverse effects on                                                                                                                                                                                                                                                                                                                                                                                                                   |
| X                    |                                        |                                                                     |                                |                              | b). Does the project have impacts that are<br>individually limited, but not comulatively<br>considerable? ("Cumulatively considerable" means<br>(that the incremental effects of a project are<br>considerable when viewed in connection with the<br>effects of the past projects, the effects of other<br>effects of the past projects, the effects of other<br>entrent projects, and the effects of prohable future<br>projects).                                                                                  |
| R.                   |                                        |                                                                     |                                |                              | 17. MANDATORY FINDINGS OF SIGNIFICANC<br>a). Does the project have the potential to degrade<br>the quality of the environment, substantially reduce<br>or widdlic population to drop below self-sustaining<br>seels, threaten to climinate a plant or animal<br>tange of a rare or endangered plant or animal<br>range of a rare or endangered plant or animal or<br>eliminate important examples of the major periods<br>selfminate important examples of the major periods<br>or California history or prehistory? |
| ······               | stiz adt no trar                       | ицојачар атиз                                                       | iticments or fu                |                              | No agricultural resources are impacted by the                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| x                    |                                        |                                                                     |                                |                              | c), Involve other changes in the existing<br>environment which, due to their location or nature,<br>could result in conversion of Farmland, to non-<br>agricultural use?                                                                                                                                                                                                                                                                                                                                             |
| torgmi nN            | fisiti 220.1<br>kusəftingiQ<br>fəsqrif | Potentistly<br>Significant<br>Unless<br>Miligation:<br>Incorporated | Potentially<br>Sause<br>Pussel | li) səəridəs<br>(əldaəliqqıs | Issues and Supporting Information Sources                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

# 900 Via Panorama

Perspective from John and Renata Harbison Residents of 916 Via Panorama

PVE Planning Commission February 19, 2013 <del>،</del> -

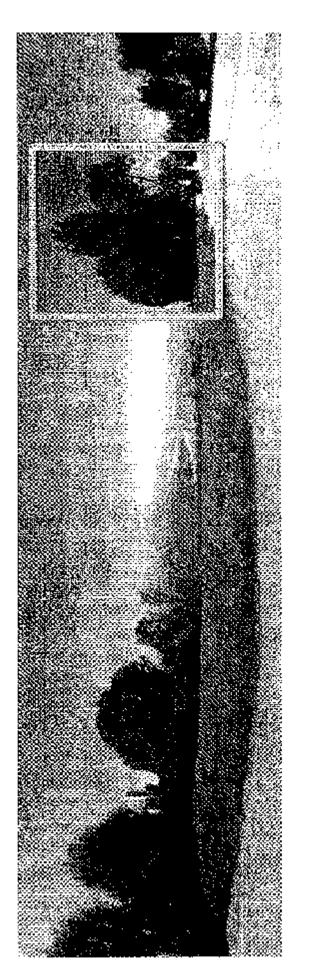
# Those Who Share Our Concerns

- Letter submitted detailing our concerns and questions that we have
- Letters signed (and received by us as of 2/14/13):

| ,<br>,                     |                   |          |         |         |         |          |       |       |         |        |        |          |           |         |        |          |          |         |         |         |         |        |           |           |         |          |              |             | ( |
|----------------------------|-------------------|----------|---------|---------|---------|----------|-------|-------|---------|--------|--------|----------|-----------|---------|--------|----------|----------|---------|---------|---------|---------|--------|-----------|-----------|---------|----------|--------------|-------------|---|
| Sent directly to City Hall | Uharriet          | Uharriet | Tsutsui | Tsutsui | Smake   | Smoke    | Shawa | Shawa | Olsen   | Miller | Willer | Miletich | Melton    | Melton  | Holmes | Harbison | Harbison | Guzzino | Guzzino | 5otion* | Dotson  | Dotson | Chevalier | Chang     | Chang   | Allen    | Last Name    |             | - |
|                            | -111 <del>0</del> | ۰ohn     | Fred    | Peggy   | Stephen | Margaret | David | Tan'a | Willard | Karen  | Ton    | Ljepa    | Catherine | Linwood | Caro!  | Renata   | •ohn     | Kim     | Maryam  | George  | Arleigh | Linda  | Marilyh   | Nien Chih | Darothy | G. Bruce | First Name   |             |   |
|                            |                   |          |         |         |         |          |       |       |         |        |        |          |           |         |        |          |          |         |         | 330     | 838     | 3555   |           |           |         |          | ទ            | Mia Miraria | • |
|                            |                   |          |         |         |         |          |       |       |         |        |        |          |           |         |        |          |          |         |         |         |         |        |           |           |         |          | Neighbarhaod | Rounnel     |   |
|                            |                   |          |         |         |         |          |       |       |         |        |        |          |           |         |        |          |          |         |         |         |         |        |           |           |         |          |              |             |   |

#7.

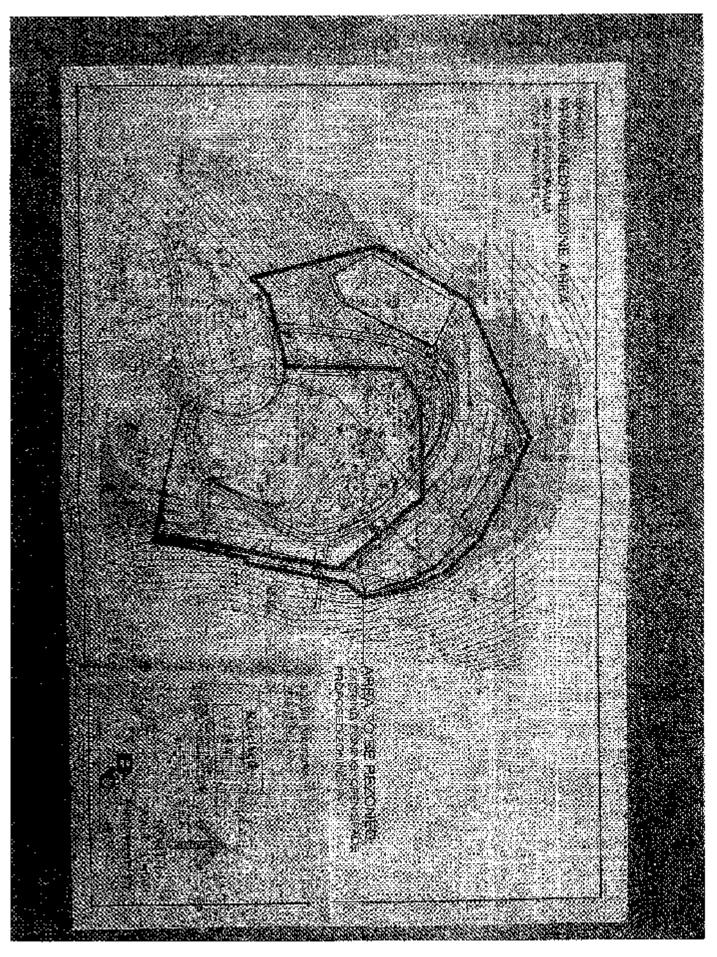
People often stop and enjoy the view. Every 4<sup>th</sup> of July, crowds come from all over PVE to watch the fireworks. Access is easy from Via Panorama



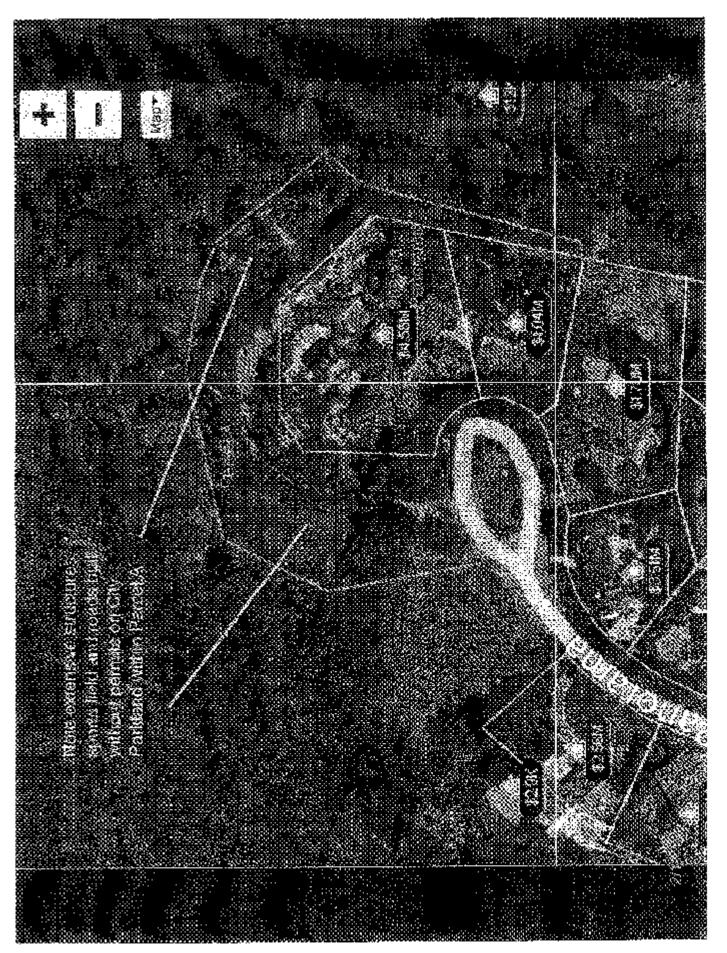
-- City Attorney Hogin in 5/8/12 City Council Minutes "It is not accessible parkland"

2/14/13

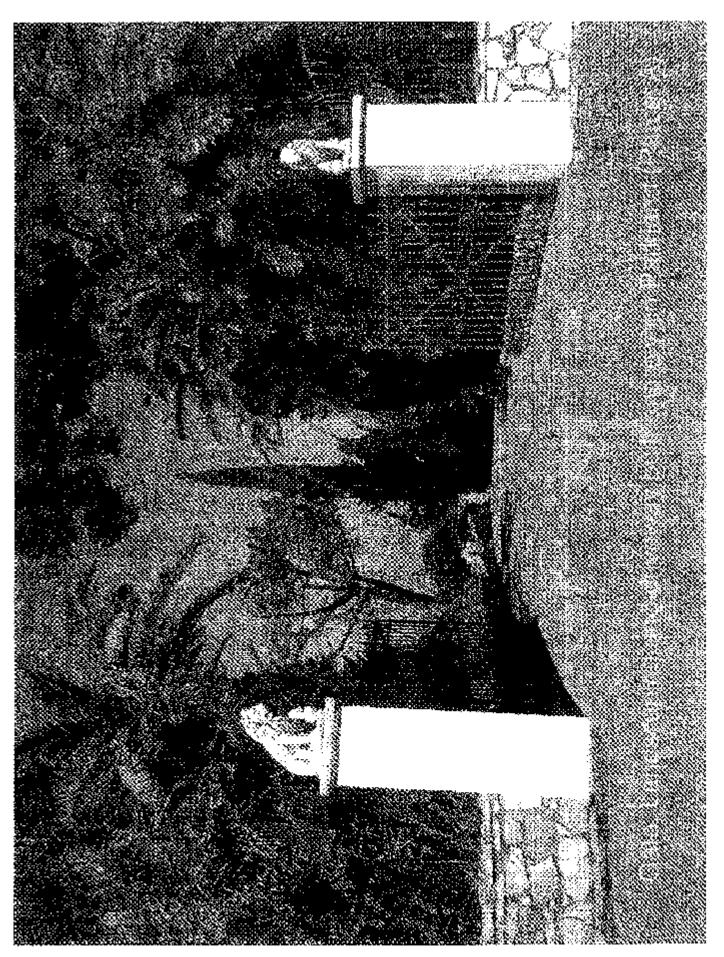
c



Contraction of the Activity of Activity and the Activity

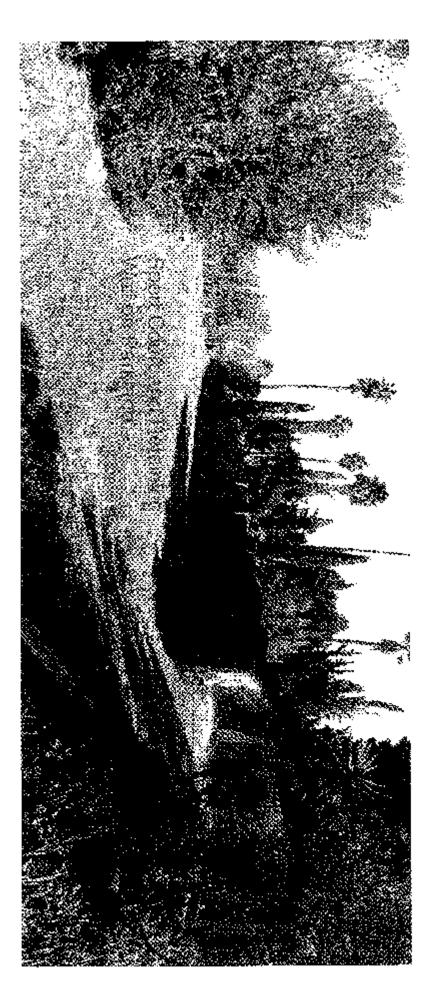


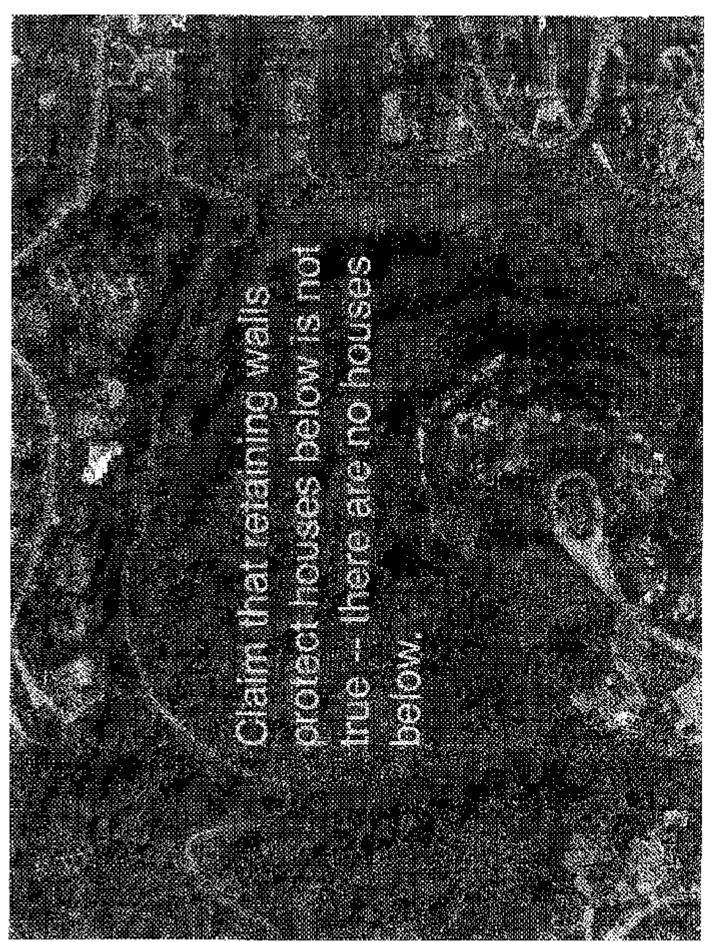




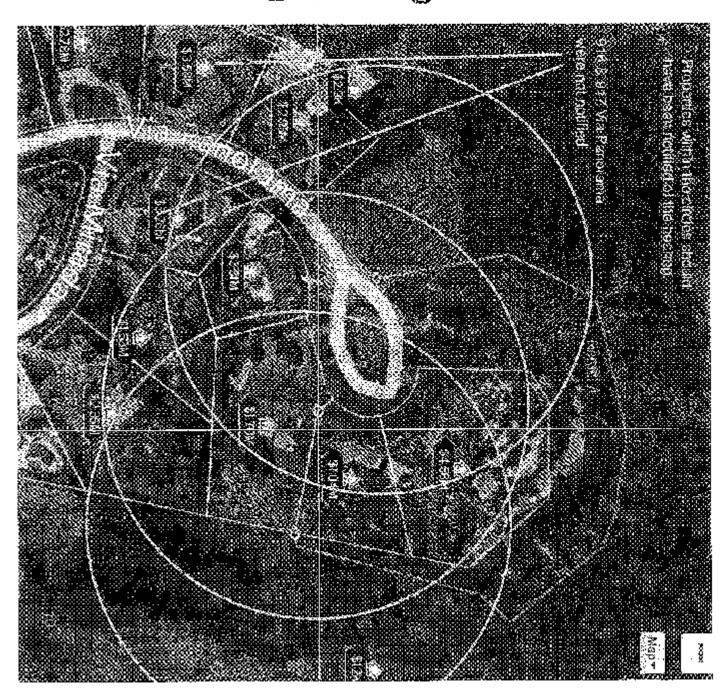


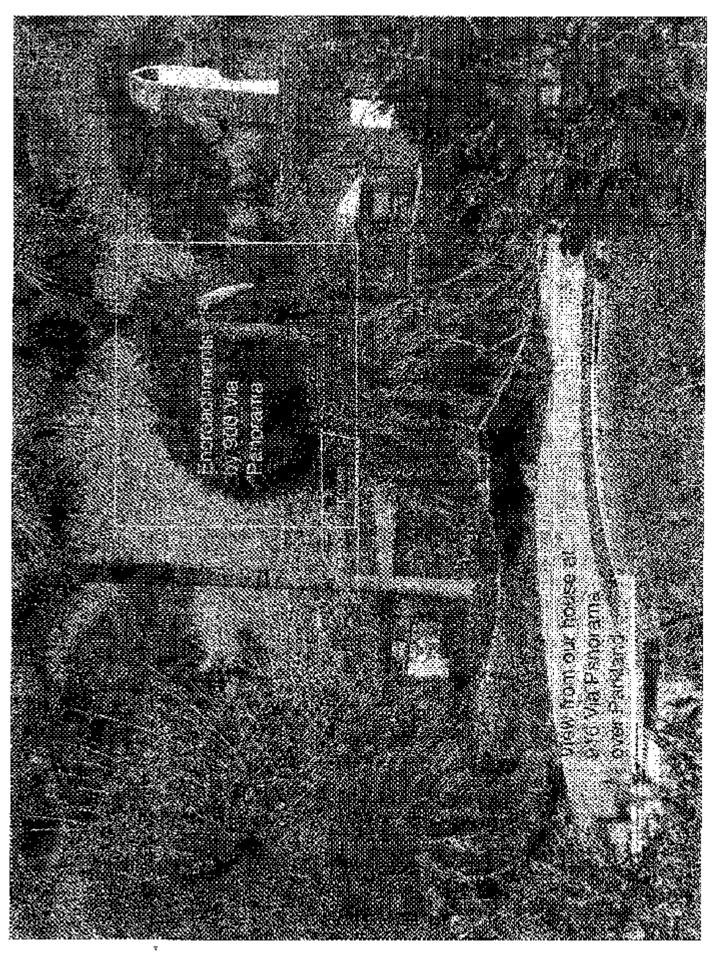
retaining wall would not have been necessary. If unpermitted sport field had not been carved out of the hillside,





Properties in Within 300







| $\pi \overline{a} \overline{a} \overline{a}$ | ncerns | Precedent of selling parkland to private owner, when<br>that is prohibited by CC&Rs from 1923 | roachments                                               | f public asset<br>ise City owned                                                  | year                                         | signs or mail                                  | \$500,000 for 1.7 acres does not seem fair value in PVE;<br>no public bids solicited | Details of dissenting opinion by former Mayor Joseph<br>Barnett in 5/8/12 City Council hearing omitted in published | vith open space                               | Recommendation – We MUST preserve open space | ole portion of parkland is                                      | Any new construction visible from road is unacceptable |  |
|----------------------------------------------|--------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------|--|
|                                              | Our Co | <ul> <li>Precedent of selling parklet<br/>that is prohibited by CC&amp;F</li> </ul>           | <ul> <li>Rewarding past illegal encroachments</li> </ul> | <ul> <li>35 years of personal use (</li> <li>No property tax paid beca</li> </ul> | <ul> <li>Process shortcomings las</li> </ul> | <ul> <li>No notifications by posted</li> </ul> | <ul> <li>\$500,000 for 1.7 acres do<br/>no public bids solicited</li> </ul>          | <ul> <li>Details of dissenting opini<br/>Barnett in 5/8/12 City Cou<br/>minutes</li> </ul>                          | <ul> <li>R1 zoning not consistent.</li> </ul> | <ul> <li>Recommendation – We N</li> </ul>    | <ul> <li>Fence in the middle of vis<br/>unacceptable</li> </ul> | <ul> <li>Any new construction visil</li> </ul>         |  |

.

## Our Questions (page 1)

- Why was a resident allowed to purchase parkland, when that is establishment of PVE? (Cannot be changed without 2/3 vote of PVE explicitly forbidden in the original 1923 CC&Rs governing residents)
- 7/24/12 Minutes: "prohibits [Parcel A] from ever being merged with R1 Single Family Residential a non-starter? the adjacent residential property." Doesn't that make re-zoning to
- 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 2012? Why was the draft of MOU not provided before 7/24/12 proceedings involving the sale of parkland property in May & July meeting?

.

### Thank you for your time and consideration

 $\Delta = 1.001$ 

.

.

-- -

. . .-

Nancy S Guenther <nguenther@cox.net> <sup>34</sup> 35. Renate (Isobistin 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 Ce: John Harbison Subject: 900 Via Pancrama-final letter to the Planning Commission 20130211

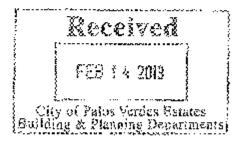
Greetings neighbors and friends,

After much deliberation, and many versions and conversations, John and I have tinally 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 ontirely different one directly to Stacey Kinsella at Palos Verdes Estates (skinselia@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



February 12, 2013, 5,4011M

. . . . . . .

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: None Change of Parcel A adjacent to 900 Via Panorama from Open Space to R-1 Family Residential and Miscellaneous Application for walls exceeding the maximum allowable height. Application number: ZC 2/M 902 13"

We the undersigned PVE residents also wish to express our concerns about a transaction by the City of Palos Verdes Estates ("City") and the Palos Verdes Homes Association ("PVHA") approved at the City Council Meeting of V/24/12 whereby 1.4 acres of portand ("Parcel A") surrounding 900 Via Panorama was sold for \$500,000 to Mr. Eugliani ("Owner") who has owned 900 Via Panorama since 1975.

Cur concerns include the following:

a

- Parcel A was part of the 800 acres in the original formation of PVE in 1923 designated as public parldands and constrained by certain Covenants, Conditions and Restrictions ("CC&Rs") put in place on 6/26/23 in "The Declarations, Litens and Charges Affecting Lhe Real Restrictions, Conditions, Covenants, Reservations, Litens and Charges Affecting Lhe 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 PNHA transferred the parklands to the City in 1938.
   Lo out knowledes, this sale of parklands is uprecedented the parklands to the City in 2938.
- Fo 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 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 on acreage and hence is not a precedent.) As such, we believe both the sale of parkland on Via Panorama and the proposed rezoning violate the original CC&Rs in an unprecedented on Via Panorama and the proposed rezoning violate the original CC&Rs in an unprecedented on Via Panorama and the proposed rezoning violate the original CC&Rs in an unprecedented on vay.
- 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 safe transaction also violates statements on the websites of the City and PNHA about the importance of preserving the open space that is so critical to differentiating PVE as a community (see below), and this violation would be exacerbated if re-zoning of Parcel A was approved.
- The process by which the sale of parkland was approved in July 2012 was inappropriate and (we believe) illegal, since no signs were posted or letters sent out to any residents within 300 feet of the property being sold. None of the neighbors on Via Panorama or Via Mirada were aware of the transaction before, during or after the 07/24/12 City Council Mirada were aware of the transaction before, during or after the 07/24/12, that the Mirada were aware of the transaction before, during or after the 07/24/13, that the More aware of the transaction before, during or after the 07/24/13, that the owners of 900 Via Panorama were applying to re zone the property from 05 (Open Space) to 8.1. (Single Family Residential) and mailings were sent out to select residences in early February 2013.
- The current process to consider re-zoning also has not been conducted properly, since the owners of 916 Via Panorama (900 Via Mirada) are approximately 198 feet away from the boundary of the property subject to the re-zoning request and did not receive notice in the mail, as required by PVE procedures for all properties within 300 feet. The owners of 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 Vial 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 Luglianis. 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 Altorney made her comments, a resident (Joseph Barnett) delivered a detailed description how he was intimately familiar with the property in the early 1970s as a real estate agent. He said that none of those encroachments existed at the time of the Lugliani purchase; he also expressed surprise at the extent of the encroachments and concern about rewarding "aviolator 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 correction this point, and in faction 02/09/13, David Lugliani (son of the owner and a real estate developer) acknowledged to us verbally that his family built these structures.
- The amount paid (\$500,000) is significantly below market for 1.7 acres, and no solicitation (to our knowledge) was made to other parties. Approximately \$400,000 of the proceeds was used by the PVHA to pay legal fees on a lawsuit, and the remaining \$100,000 was used by the City for its general budget. As such, the City and PVHA both benefitted from the transaction, but failed to act in a fiduciary manner in regards to maintaining parkland for public use in its stewardship roles.
- When the Owner (Lugliani) acquired 900 Via Panorama in 1975, the previous owner (Haagen) had built a road on the parkland property – without notice or permits; other non-approved structures, including a trellised rose garden, gates and stairs, had also been built. The new Owner then significantly expanded and extended encroachments on parkland to include grading a large sports field into the hillside, building a 30 foot retaining wall to shore up the now exposed slope due to the graded field, and constructing pergolas and other structures as well as new landscaping; the landscaping includes trees that have grown to over 40 feet tall on the public parkland which now block neighborhood views of the coastline and ocean.
  - The Owner has derived benefit from these illegal encroachments for over 30 years and has left the impression that portions of Parcel A (such as the sports field) were private; these benefits were derived without receiving any permits or paying any taxes for use of this land.
  - We believe such behavior should not be rewarded.
  - When the City became aware of these encroachments in 2004 through their GIS system (the encroachments are clearly visible in Zillow/Google Maps satellite views in the attachment), the City appropriately demanded that the Owner remove all structures. That demolition was begun some time between 2011 and 2012, but halted before removal was completed.

- beed" :<u>8E=98665xqz6.xebni/gro.zejtst</u>zevg.www/\;qtifi 15 efizdew zebreV zole9 io This transaction also violates what the City of PVE says on its own website. From the City ".enoitoitters of record, each subsequent purchaser is also bound by the restrictions." with the restrictions. The restrictions and the original deeds are recorded, and being yiqmos of the Bound and brid yout the act bus notificious a semicle of the purchasine and the price of the pr from the trustee to each original purchaser refer specifically to the restrictions, the and By-laws, is given the power and the right to enforce these restrictions....The deeds Restrictions themselves, under the Trust Indenture, and under its Articles of Incorporation use and building restrictions be perpetuated. The Homes Association under the population and industry in Southern Colifornia, it is becoming increasingly important that comprehensive plan of both use and building restrictions. With the growth of the communities in Southern California, and indeed in the State of California, which has a the most valuable assets that the community has. Palos Verdes Estates is one of the few perform. These functions must be performed by the Homes Association to protect one of Homes Association had hole bendent functions to perform, which no city can legally nust be perpetually devoted to public uses; otherwise, title reverts to the trustee.... The vite properties there properties to Palos Verdes Homes Association, the property indenture commonly known as "Palos Verdes Trust Indenture"... By the terms of the acres were transferred to a trustee, subject to the terms and provisions of a trust ODSE ent..." :(min.ytotsin/noiteipossesem<u>on/mop.zebteveoleg.www</u>//.qttn) ofiedew AHV9 This transaction clearly violates the charter for PAHA. Here are relevant excerpts from the ۰
- Ints transaction also violates what the Urty of MYE says on its own website. From the City of MYE says on its own website at https://www.puestates.org/index.aspx?page=38: "Deed restrictions were imposed on the land in 1923, when the Bank of America, as trustee 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 embanding the quality of the interest on preserving, protecting and embanding the quality of file and nations for of file and nation with an emphasis on preserving, protecting and embanding the quality of file and nation of the original founders with an emphasis on preserving, protecting and embanding the quality of file and natural assets that make Palos Verdes Estates unique."
- The undersigned residents would like answers to the following questions:
- City Council minutes from 7/24/12 state that the transaction "prohibits [Parcel A] from ever being merged with the adjacent residential property." Why then is the City considering re-coning it to residential?
- البه مدينة بين بين من مستحدة على مستحدة المحدة و مستحدة من المحدة المحدة المحدة المحدة المستحدة المحدة المحدة م المع مدينة العوا للمحدة المحدة الم المحدة - Why is the illegal activity of building on public lands in a manner that is explicitly disallowed being forgiven and rewarded decades after the fact?
- Why were no residents within 300 feet notified of the proceedings involving the sale of parkland property in July 2012? Not giving appropriate notice makes this look like a cover-up.
- ر Why were some residents within the same 300 feet not notified of the Planning. Commission meeting on 02/19/13?
- After the Owner acquired Parcel A in 2012, are they now paying taxes? If so, what is the assessed value of the newly acquired property? And since they have been using it for over 30 years for their personal use, are they going to pay any back taxes on the assessed value?
- The Memorandum of Understanding ("MOU") is tilled with inaccuracies and inconsistencies. For instance, it states that "Area A [The Vis Panoranta 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" respectively for a total of 37,962 sq ft. Obviously 75,930 sq ft is not "roughly"

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

- How did the City/PVHA determine the appropriate value for the sale? And how does the donation to the Palos Verdes Unified School District of \$1,500,000 figure into the value of the acquired parkland? The donation to PVUSD was directly connected in the MOU to the sale of Parcel A; the donation was contingent on the sale of Parcel A.
- 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.
- Now that the City/PVHA has made this illegal transfer, what is their response when anyone else in PVE decides to build on adjacent parkland and/or asks to buy the property? Is the City/PVHA prepared for lawsuits from residents demanding similar rights to parkland they wish to purchase?
- City Council minutes 7/24/12 state that "they are not precluding, nor permitting any improvements" including accessory structures. Why did the City Council not preclude any modifications that encrouch on open space? Is that not a matter of CC&Rs in the deed and not a matter of interpretation by the Planning Commission?
- The CC&Rs established in 1923 require that parkland be maintained for public use and benefit. How is selling it to a private individual compatible with that requirement?
- In the City Council minutes 7/24/12, City Attorney Hogin says "it is to remain as open space in perpetuity" but then that "accessory structures" that would be allowed. Attorney Hogin said the definition of accessory structures includes "gazebo, sports court, retaining wall, landscaping, barbecues or any other accessory structure as defined in 18.32.010B of the PVEMC if approved." Then she went on to say "accessory structures are not allowed in open space; an application for rezoning of Area 1 would be required". So does this mean that City Attorney Hogin was aware that the owners intended to re-zone and hence circumvent the open space requirement that the City Council was told would be in effect "in perpetuity"?
- In the City Council minutes 7/24/12, "MPT Goodhart confirmed with Attorney Hogin that Areas 1 and 3 of this property are currently, and would remain, zoned as open space." So why is a re-zoning being considered?
- c This transaction violates the finding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA delended 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 delended 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

### Et-200-M/S-35 noitesilgqA emerone9 6iV 000 entitude strabize9 3V9 yd tramates2

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 of 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.

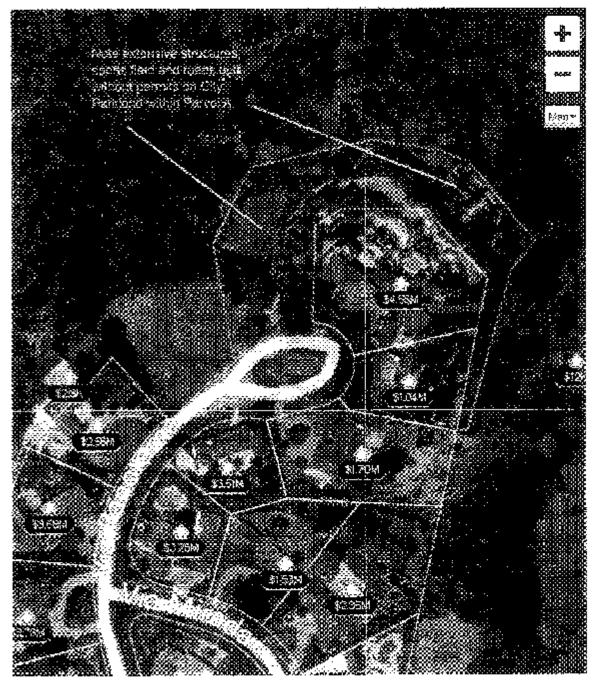
| 5/15/13<br>Date: 2/15/13      | COSI 83441 NATOD |
|-------------------------------|------------------|
| STOP AS BUG ANAMONATA AIV 319 | intensis         |

| 172.200 | 5/15/2013<br>Date: | Noriestate K. Harrenson |
|---------|--------------------|-------------------------|
| A> 3MG  | AMASIGUAN AIV SIP  | signatures the Wether   |

📖 800 viz panorzma, 90274

Filler Sove Soorch

- NEW! See foreclosures in your area - for free! Sign in required to see details



MEWI field residences in your area - for theil Sign in required to see the WEW

NTS08 Jentergense Biv 008 \_\_\_\_ 107892 3782 - 20 mai

. .

---- (Degi(Oe 100 8920) BURDOURS BURDES & STA Consisting out to be many cost barry of provide the training of the second second

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.

32 Via Panosam Addres Signature Date: Name

| Signature: Click Chang | Address:<br>132 Via, Panosana. |
|------------------------|--------------------------------|
| Name:                  | Date:                          |
| NIEN CHIH CHANG        | 2/14/13                        |

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

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

| Date: 9-12-13 | WMB45 PIND     |
|---------------|----------------|
| GMANDY AN SCO | Namer interest |

| 21-21            | - t      | Tadio Edward - 5 have |
|------------------|----------|-----------------------|
|                  | :ete:    | :emcM                 |
| ALM 5-443 - 5-44 | 576      |                       |
|                  | :ss91bbA | signature:            |

Tania <taniashawa@yahoo.com> .or .Benate Haraison Fwd: 900 Via Panorama- letter to the Planning Commission

- . .

#7

Sent from my iPhone

Begin forwarded message:

From: "Staday Kinsella" <<u>SKinsella@pvestates.org</u>> Eato: Fobruary 14, 2013, 5:35:08 AM PST Te: "table shawa" <<u>tableshawa@yanoo.com</u>> Subject: RE: 500 Via Panorama- letter to the Planning Commission

.

.. . .

Tania,

Thank you for your revised entail. Yes, I can open the attachment and will include your original email (stating you agree with the contents) with the letter.

\_\_\_\_\_

\_\_\_\_\_

. .

Thank you,

Starey Kirsella Associate Planner City of Palos Verdes Estateu Pha (310) 378-0983 Ex: (310) 578-7820

skinselta@ovestates org

....

Ero-or: Ionia shawa (<u>mailto:</u>lagia<u>shawa@yajuo.com</u>] Sont: Wednesday, February 13, 2013 5:19 (?\* Yor Stacey Kinsella Selajeet: Ro: 900 Via Panorama, letter to the Planning Commission

hiplease let me know if you can open this up thank you

From: Stacey Kinselia <<u>SKinsella@prestaies.org</u>> To: tania shawa <<u>tan.eshawa@yahoo.com</u>> 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 Konsella Associate Planner City of Palus Verdes Estates

เมากเราสารสรรณผู้เสางสารสรรมสุด OUSCESS (OF)  $\propto 1$ . દારદાર-૧૮૯ (ભાર) વધુર {

EllezniX yebst2 :oT Sent: Tuesday, February 12, 2013 5:56 PM mco.contay@ewedaa.nal;olilium] eweda sinst :morf

....

netter sint to stream of this eagle yilly food I bus bredend yM

noiszimme.) pninnel9 ent of hetter te literter so 000 :w9 :toefdu2

. . . .

. Et 9/1/2 YeasenT no gaineering the Hart of presented at the upcoming PV City Hall meeting on Tuesday 2/19/13. -Yeoet2

..

· · ··· ··· · · · · ·

'nok yueq\_

ewert8 bive3 bake and David Shawa 2019 Participations PVE

#7.

### 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-

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 Grivas-Shawa and David Shawa 925 via Panorama, PVE

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

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

| Date: 0/14/13            | Name: Karen K. Miller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adress: 924 Via Parceona | Signature: Huen & Miller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 51/m/LC                  | ZEMW 9 SYNESHI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| EMARGARAAT AND HEB       | Signation and the state of the |
|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

ET/ M/0

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.

| Signature:       | Address:          |
|------------------|-------------------|
| Manlyn Chevalier | 428 Vis Canocasus |
| Name:            | Date:             |
| MABILYN CHEVLIKR | Feb 11, 2013      |

| Signature: | Address: |
|------------|----------|
| Name:      | Date:    |

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 parkiand.

|       |        | Date: 2 12/13     | Name: BRUER Alley |
|-------|--------|-------------------|-------------------|
| herob | AE, Ch | Aunorit L'issabba | Signature         |

| :amaN                             | :9160   |
|-----------------------------------|---------|
| , , , , , , , , , , , , , , , , , |         |
| Signature:                        | szərböA |

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.

| Signature: Lepa Willetich | Address:<br>9771/A PANCRAHA, B.L.E. CA. 90294 |
|---------------------------|-----------------------------------------------|
| Name: V/                  | Date:                                         |
| LJEPA MILETICH            | 02/13/13                                      |

| Signature: | Address: |
|------------|----------|
| Name:      | Date:    |

WV 6918 ELOZ 'S, APPROPE

ส่วนระบบใจสะหมด์สาวกา

Adieigh Dolson <ahlorid totison @ معتمد Adieigh Dolson <a href="mailto:coms">mailto:coms </a href="mailto:coms">and <a href="mailto:coms">and <a href="mailto:coms">and <a href="mailto:coms">and <a href="mailto:coms</a> <a href="mailto:coms">and <a href="mailto:coms"/>and <a href="mailto:coms">and <a href="mailto:coms"/>and <a href="mailto:coms"/>and <a href="mailto:coms"/>and </a></a>

:બેઢભૂલ: બેને જ્યેલ્લ

aioteu‰s

 bedatte po2

Arleigh E. "Gene" Dotson & Linda Dotson

51-508-M/S-DS noitebilideA embions? biy 008 bit tuods strabizes BV9 yd tramatet?

the CC&Rs in force, as well as the "open space" easements on the property that are controlled by the CC&Rs in force, as well as the "open space" easements on 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 Wecklace" coastline view through Parcet A and the adjacent parkland.

If the rational for the re-zoning to 8-1 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 expressive provided to norice the express conditions also states, "Unless expressive provided to norice the express conditions also states," Unless expressive to be not construct any structure on the Property and the Property shall be properly shall not construct any structure on the Property and the Property shall be properly shall not construct any structure on the Property and the Property shall be properly shall be properly in the property and the Property shall be properly shall be properly and the Property shall be properly shall be properly and the Property shall be properly shall be properly and the Property shall be properly shall be properly and the Property shall be properly shall be properly and the Property shall be properly shall be properly and the Property shall be properly shall be properly and the Property shall be properly and the Property shall be properly and the Properly shall be properly to be appropried and the Property shall be properly and the Properly shall be properly to be approprint and the Properly shall be properly be properly and the Properly shall be properly properly to the properly shall be properly and the Properly 
| i | Bate: 2/12/13     | 12840 M. 2/24/ /:suren |
|---|-------------------|------------------------|
|   | Adding and Stores | entrails               |

ssaippy

 $(\gamma' \phi)$ 

:sted 21/21/2

ENDAL BY & CLG

.....

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.

| Signature: - Il Kotan | Address:<br>172 Via Rincon |
|-----------------------|----------------------------|
| Name: Anda (N Dotson  | Date: $2/12/13$            |

| Signature:                 | Address:       |
|----------------------------|----------------|
| Unley & Cat                | 972 VIA RINCES |
| Name:<br>Anleigh E. Dotson | Date: 2/12/13  |

MAICO: 6104 01 (repide?)

<sup>∛</sup> <moc.em©nostob.deigh.dotson@me.com> ∬r = freethisten Ωr = freethisten

Panorama

.....

Upeleve are most interested in participation in this project.

972 Via Bincon Linda Dotson 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.

| Signature:       | Address:                    |
|------------------|-----------------------------|
| //Carol Holmes// | 1636 Dalton Road, PVE 90274 |
| Name:            | Date: February 13, 2013     |
| Carol Holmes     |                             |

| Signature: | Address: |  |
|------------|----------|--|
| Name:      | Date:    |  |

1988 ANOS CLORE OF ABORDA

John M. Uharriet ⊲artzeina@earthinR.net> io: renata\_hartison@yshoo.com ii>py PVE Narriet" <artzeina@earthink.net> Statement by PVE Nesidents about the 900 Via Panorama Application ZC-2/M-902-13. Statement by PVE Nesidents about the 900 Via Panorama Application ZC-2/M-902-13.

,etieneR ,gorimoM booQ

·

This date, 02/13/2013, we submitted to you our signed and dated page 5 of the above referenced Statement. By this submittel, we concur without qualification in the remarks of the Statement

Se well, be safe,

taimenU orioLanuL

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

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

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

Signature: Address: 921 VAMIRADA iel de E 74605 Date: Name: 27

<u>Halo</u>s (Jasdes Et Signature 'N-r ie: fela re

#7.

### 51-SDE-M/S-35 noitesilgqA emeroned eiv 008 eht tuode strabises 3V9 yd tramatet2

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

If the rational for the re-zoning to R-L 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."

| Eret -21 5rd   | MARZZAN MIN                                    |
|----------------|------------------------------------------------|
| Date:          |                                                |
| BODD PULLY 195 |                                                |
| Address:       | Signature:                                     |
|                | <u>+ · · · · · · · · · · · · · · · · · · ·</u> |

| Eiz7 -71 | Date:           |            |
|----------|-----------------|------------|
| soury on | /o6<br>:ssauppy | Signature: |

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

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

Address: Signature: 008 Via Mirabe Date: Name: Su i ſ. Fred Address? Signaturé νC Date: Nanie

the CC&Rs in force, as well as the "open space" easements on the property that are controlled by 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 wal!) would be in conflict with the feeling of open space and the views of the neighbors who look out at the "Queen's Necklace" coastline view through Parcel A and the adjacent parkland.

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

| Date: 2/13/20/3              | MISTO OSVITIM : BURN  |
|------------------------------|-----------------------|
| Adress: 916 V. A. Marca, PVE | Signature: W.W. J. O. |

|          | • • • • • • • • • • • • • • • • • • • |
|----------|---------------------------------------|
| :ssanbbA | :enstengi2                            |
| Date:    | Name:                                 |
|          |                                       |

willolsen@juno.com .tor .ticnala Harbiston 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: { Greeengs no gibbors and triends;

Careeongo do Brooss and pienos

After much deliberation, and many versions and conversations, John and Linave Shally completed cur version of the actient we plan to service the Plansing Commission. You can either send us or give us a signest convert. We will bring our letter along with relevant righture uages to PVU City Hall on Thursday. As an alternative, you can service version of our letter, or an entirely different one directly to Stacoy Kerschn at Patos Verdes Estates rounwels@prestates.org) by Thursday 02/14/13 at 6 pm. Both John and 1 plan to be at the Planning Commission Mooting on Tuosday 02/19/15 and plan to see at the meeting -- hope to see you there.

We are providing you with both all poll and a doox. Please feel free to earl the doox if you would like to change any of the details in the otter or change/dministe/terms that do not reflect your opinion. If you have problems printing, please let us know.

Thanks for your time and occardenation this past week. EVelsont a barage of omails and appreciate both your patience and tolerance of wy introsion on your time.

Best regards, John and Rebeta

Woman is 53 But Looks 25 53/YO Morn reveals 1 simple wrinkle trick that has angered doctors... http://thirdpartvoffers.juno.com/TGL3141/511c3f3ddc113f3c23a7si03vuc #7

### Statement by PVF Residents about the 900 Via Paneroned among 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 CL&Rs in force, as well as the "open space" easements on the property that are controlled by open space and the views of the neighbors who look out at the "Queen's Necklace" coastline view through Parcel A and the adjacent parkland.

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

-8/08-61-6 ŒZZS:∍weN -DOWS :etéQ ÐÆ :ssenbba iteusis Eloze -El-E :: 2013 Eloze 1- 2013 MUSADA PIPE DIDWS LEATED THW : JUN spart :enutengi2

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

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

VIA PASCADOTA Address: Signaturé Date: Cidwood Nanre: ITON

| Signature:                | Address:<br>Lan 912 YIA PANORAMA |
|---------------------------|----------------------------------|
| Name:<br>Atherine R. melt | Date: 2/13/13                    |

Page 5 of 7 5

### EL-298-M/S-35 notioning a An analysis of the subsection of the sub

the CCBRs in force, as well as the "open space" easements on the property that are composed by the City. Any kind of structure (including a tence or well) would be in convict with the teeling of **open space** and the views of the neighbors who look out at the "Cueen's Wecklace" coastline view through Parce is and the adjacent parkiand.

If the rational for the re-coning to R-1 is to allow the old and new hots to be considered a single gence), that is explicitly forbidden under the express conditions of the recorded quit claim deed, which state "The Deconstituted." The express conditions also states, "Unless expressly provided for and any but related." The express conditions also states, "Unless expressly provided for the Property to be marged with any adjacent for and any there is a "Unless expressive". The express conditions also states, "Unless expressly provided for the Property and the Property provided for there is, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space."

| ELGZ/EL/Z JOJEG | Shad Duen |
|-----------------|-----------|
| SZTOD ZÝV CEN   |           |
|                 |           |

| :esneW   | .මාවල    |
|----------|----------|
|          |          |
| centere: | cesaspp¥ |

I would further add the Swarity of PAKLAND is what in LARGE PART contributes to the value of homes in Reich Verdes Tstates as deposed to other chrise in the South Say. This is a DRNERGUS sitypery slope upon which the ciry is treading: The Linge & line &

CVESON & SENSOLI ANU

2/10/13 #7.

Dam, Cacherine melton, 912 Via Panorame, and al line acron from the Park Land. my heaband, Linwood meter, in inable to attend the meating due to fighting an agressione conter. He will come if able . alara here to protect the zoning change. The were given no notice about a meeting to transfer Pack Land to the Leglionis due to a Donation. We use told notice were not sent and best we did receive this notice. In hy not one for the above ? The Luglionies use not only given the Park Land that they encould on but given additional land that extended into the Park Land. an hy! This is a reward for encontronant and we are being Promisked. The Luglassie were givin Precisio Park Land. elf the toning is changed we were told they intend to build a wall around the property. It hay should we have to laskiat a tureleived instend of Pack Land. FEB 1 2 2013

City of Calos Veries Estates Building & Planning Departments

Calmin R. Matter constantion Place take the suite Please rectare are recever -. Like Chain Theman to attain live near O arts Land, would of Pales Punder Enderton, who it do not tolicin any reactions after all the years of land the aprende the I all allow ed do not takene the Lughereis dependent of the second second have, additioned mean that were eleared and give we the Please tare the park Land to its notered states. as now it abould be returned the Park Land you and a course the Fugliance Lane Lower take down the mounter three and why doed they alor and not the land of trees, had gen aterate In how she lity started to close

### 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 torce, as well as the "open space" easements on the property that are controlled per space and the views of the reighbors who look out at the "Queen's Mechaes" coesiline ( mough Parcel A and the adjacent partiand.

the rational for the re-convecto R-1 is to allow the old and new lots to be constituted a single arcel, that is explicitly forbidden under the express conditions also states. "Unless expressly provide the marger shall be prohibited." The express conditions also states. "Unless expressly provide afficient dealed in the result of construct any structure on the Property and the Property shall be structed to open the from the express conditions also states. "Unless expressly provide the marger shall be prohibited." The express conditions also states. "Unless expressly provide allow the states of the frequency and any structure on the Property and the Property shall be attracted to open the transmission of the frequency of the Property and the Property shall be attracted to open the transmission of the frequency of the Property and the Property and the structure of the frequency of the frequency of the Property and the Property and the structure of the frequency of the frequency of the frequency of the Property and the Property of the Property and t

| sparth | v!n e   | e :sseuppy | \$-  | <u>}</u> → √ | MP iainteua  |
|--------|---------|------------|------|--------------|--------------|
|        |         |            | 1    | •            |              |
| Ela    | 1 51 -5 | T mine     | 611  | 1CX:S        | TA SHUP      |
| Epet H | 8:1     | OLG        | lind | Gen 1 m      | Inf purseual |

### 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

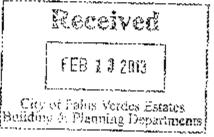
We received a Notice of Public Hearing on Thursday, January 31. It is the first time we ever heard of any efforts made to change the zoning or change ownership of this **Parkland**. The Parkland has always been valued by the neighborhood. We have lived on Via Mirada over 45 years and have never received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

пыптэзгеW. Э йьЭ

ивштэзгеW пештья

sberiM siV 409

Palos Verdes Estates, CA 90274

.

### Stacey Kinsella

| From:        | Ried Schott [Irschott@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/2-92-13

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

This involves "The Project: None Change of Parcel A adjacent to 900 Via Panorama from Open Space (OS) to Single Family Residential and Miscollancous (R-1) Application for walls exceeding the maximum allowable height. Application number: ZC-2/M-902-13" exceeding the maximum submodel height.

o With regards to the transaction involving the sale of former Gity property adjacent to 900 Via Panorama in 2012, the Memorandum of Understanding ("MOU") states that "Area A, i.e. the Vanorama in 2012, the Memorandum of Understanding ("MOU") states that "Area A, i.e. the Via Panorama Parcel A, is approximately 75,950 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 to Lots C & D." However, the MOU sites the square feet of Lot C & D as 19,984 sq ft and to Lots C & D." However, the MOU sites the square feet of Lot C & D as 19,984 sq ft and to Lots C & D." However, the MOU sites the square feet of Lot C & D as 19,984 sq ft and to Lots C & D." However, the MOU sites the square feet of Lot C & D as 19,984 sq ft and to the ST,956 sq ft. Obviously 75,930 sq ft is not "roughly" in Lyns St and the square feet the size. Therefore, approximately twice the space is being equivalent – it is almost twice the size. Therefore, approximately twice the space is being removed from Parklands and from OS soning, or more specifically 37,958 square feet, than is being tended.

o Hence, considering that the City has restrictions that himit 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 aquare feet of land. This assumes that there would be a fair "trade" involving the above mentioned C & D parels 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 coning classification within PVE would therefore be the size of Parcel A. i.e. 75,930 square feet.

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

o If the rational for the re-zoning to R-1 is to allow the old and new lots to be considered a single parcel, that is explicitly forbidden under the express conditions of the recorded quit claim deed, which state "The Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited." The express conditions also states, "Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property 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 UC&Rs in force, as well as the "open space" easements on the property that are controlled by the CIRY. Any kind of structure (including a tence 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 Arcas 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:    |  |

# ATTACHMENT: L

### 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 Bolton25834 Narbonne Ave., #210Lomita, CA 90717Owner:Lugliani Trust

àю.

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 and there are 2 aways to review and allow the application: if the zoning is approved, they need no approved 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 dony 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 RI, other than the permitted structures on Area 3, and they are called out in the deed restrictions.

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 MOUSE in our guarantee that the approval would be granted. The policy is not to allow energoachments in open space, but it was considered that this may be an exception. That does not imit the Planning Commission's ability to recommend approval or denial.

5.86

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 entercement 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 pares in the City with-of-way are not part of the application tonight.

Commissioner Thomas sked 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 Smithesaid 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.

#7.

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 an additional structures are allowed, and he quoted the deed restrictions.

Chair Vandever asked about a hedge: Assistant Gity 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 she Commission would need to find that the project is consistent with the General Plan. Assistant City Attomety 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 Sity, 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 knyer. It would be an uphill battle to buy open space.

### CHAIR VANDEVER OF SNED 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 Homeowners' Association, complimented Assistant City Attorney Smith for his analysis. He offered to answer questions on behalf of the Homes Association.

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 gostine ugh 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 stope. 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 there. The say 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 (1 ) 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 ( a) 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 ( t) 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 () is aid they were overjoyed when they moved there with parkland across the streets and thoughts 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-yin", 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 across and 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 Luglianis, 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 #7.

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.

. XX . Y

## 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 Atterney 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 Que 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 matutaises the hydrait 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 clsc, and a fease is included instata estriction. 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 #7.

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. If 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 Coursel 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 ZC2-13, zone change of Parcel A adjacent to 900 Via Panorama. The anotion was seconded by Commissioner Thomas and was carried by unanimous oral vote:

### MOTION

Commissioner King moved to approve M-90243 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-2013-6656, 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 unafimous oral vate.



### RESOLUTION NO. PCR -2013-0656

ATTACHMENT

### 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.

- 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 annual 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. <u>Certification.</u>

The Planning Commission shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this <u>19<sup>th</sup></u> day of <u>February</u>, 2013.

CHAIRMAN

ATTEST:

Marin Magler

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. <u>PCR-2013-0656</u> was regularly approved and adopted at the regular meeting of the Planning Commission on the <u>19<sup>th</sup></u> day of <u>February</u>, 2013 by the following vote, to wit:

AYES: COMMISSIONERS: Vandennes ; Cha. 9, 1997 - 1 the may

NOES: COMMISSIONERS: \_\_\_\_\_\_

ABSENT: COMMISSIONERS: \_\_\_\_\_\_

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 nucchanism 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 <u>19<sup>th</sup></u> day of <u>February</u>, 2013.

CHAIRMAN

ATTEST:

Mayor The or-

STATE OF CALIFORNIA)COUNTY OF LOS ANGELES)SSCITY 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. <u>PCR-2013-0656-2</u> was regularly approved and adopted at the regular meeting of the Planning Commission on the <u>19<sup>th</sup></u> day of <u>February</u>, 2013 by the following vote, to wit:

AYES: COMMISSIONERS: Vindam ( Wang, King, Thomas

NOES: COMMISSIONERS: //wnz-

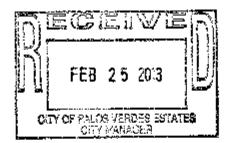
ABSENT: COMMISSIONERS: <u>Evaluation</u>

Wine Shares

Margaret Mohr Planning Commission Minutes Secretary



# LETTERS OF CORRESPONDENCE



2-24-13

SIRS -

PNE CA

CITY COUNCIL

IT HAS COME TO MY ATTENTION THAT OUR CITY IS CONSIDERING. SELLING PARELAND FOR RESIDENTIAL USE, PLEASE DENT LET THIS HAPDEN

WE HAVE LIVED IN THE CITY FOR ALMOST 47 YEARS AND DUCHNE THAT TIME THE SCHOOL DISTRICT HAS TUICE TRIED TO APPROPRIATE UN USED SCHOCL HAND TO SELL, UNDER THE DEED OF GIFT THOSE SCHOOL SITES WERE TO REVERT TO PARENTO IF THEY WORDS NOT NOT NOT OF , TUR

SCHOCL USE. I SERVED ON A SERVICE FUEL HOUSE SELECTION LEMMATTE IN WHICH SEME PARALAND SITES WERE PROPOSED + CONDIDING, SOME OF U.S WERE ADAMANT IN REPERTING PARALANA SITES. THE CITY ECLINCIL OF THAT TIME WAS TOTALLY IN AGREENEKT THAT PARELYAND SHELLID NOT BE USED FOR A SECOND FIRE STATICA

1 ALSO SALVED ON A MAINTENANCE YARD SITE SELECTION COMMITTEE. THIS COMMITTEE WAS CNANINELS IN RETECTING (ARXIAND SITES AND THE CITY HALL SITE WAS CHESCEN BY THE COMMITTEE AND THE COUNCIL.

PARKLAND SHOULD DE RESURCED SCHELY FOR PARKS, OFEN SPACE AND RECREATION FOR ALL THE CITIZENS OF FALLES VERDET ESTATES NO CTHER USE SHOULD EVER BE PERMITTED DONOT EVER REZONE PARKLAND FOR ANY OTHER USE,

RESPECT Fruy

ITTLE + WARREN CUTTING

Wann & Cater 7 Han Geoterry 7 Mrs Minufrid Cuttery

Cé Pilitomozassoc.

#7.

### Vickie Kroneberger

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

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

Thank You,

Annalu Spencer Travel*store* 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.

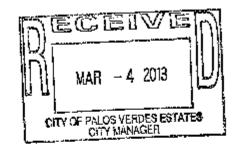
As a homeowner in Palos Verdes Estates since 1977, 1 join the Planning Commission in recommending that the City Council deny the requested rezoning of the parkland transferred to Dr. Liglian.

Very truly yours,

Lobert H. Logan

#7.

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 decreas 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 <u>do not rezone our OS land to R-1</u>. 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 walks which would impact the views of their neighbors.

Sincerely, Phyllis Scribe 356 Via Almar PVE

| Vickie Kroneberger                |                                                                                                        | Receiven 1                | #7 |
|-----------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------|----|
| From:<br>Sent:<br>To:<br>Subject: | Reed Harman (RLHarman@gte.net]<br>Wednesday, March 06, 2013 5:18 PM<br>CityCouncil<br>900 Via Panorama | CTV CP AN CONSIDER STATES |    |

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 R1 is unimaginable to me. The parkland--even if deeded over to a private party-should remain <u>adjacent</u> 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 Pasco del Campo Palos Verdes Estates

316/13 Mr. Linwood E. Melton 912 Via Panorame MAR -- 7 2013 Pis Vrda Est., CA 90274 Sam Cacherine Metter and al lone across from the Park Land on Via Panorama. my Husband, Linewood melten cannot be here (3/12) as he is in the Hospital with cancer. The back appres the Sale and Regaring of the Park Lands. Today, Tamarkow or Even of any Park Land in Palos Tordes. The Homes association ded a desistance, by seeling the Park Land, to all residence in Polos Verder. Wa were told Park Land would mener be cold that is why we haught aur property on Tea Panoroma. 20 kg was money more important than protecting our Park. Landa. The Lugliagie have encroached for years and depressed Por years and depressed

#7.

us of our need with masine trees, planted hedges wheih we asked them to train and were told no, you do it. They have been rewarded and no consideration to us or other neighbors. In hy should be be simished. They plan to huld a 6 ft wall and fonce and who would want to look at walls instead of Park Land. no one here, if they level across Park Land, would want to look at a 6 ft wall. In hy were they cold additional Land Leader B.2 \$3 the Land they encroached on ??

2

#7.

If the Homes association needs money again, how do we know that the rest of that Park Land won't be sold to the Leglani's . especially when notices are not sent aut. This could hoppen to any acher Park Land in Palas Vardes. Let's when he all Readence of Pales Verdes and plane do not ence regone any Park Land. please also ferred the job and have the encomes trees removed and restore a near that we have degreed of for years. Thank Jan Carturia Melton

Pg. 3 of 3

#7.

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.

1 am opposed to this action and continue to be ballled 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 2, Agnew, Jr. Bruce M. Brusavich Tob n D. EUis Stephen C. Rusak

March 6, 2013

Palos Verdes Estates City Council 340 Palos Verdes Dr West Palos Verdes Estates, CA 90274 Deniel V. Lavero Aoministrator Grige B. Greenwald Anne K. Sansatore Less Assers

MAR - 7 2013

Re: 900 <u>Via Panorama Parkland Rezoning Matter</u> 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 properly line (RPV) and the adjoining parkland surrounding the homes on Via Panorama and Via Mirada.

BRUSAVICH

SERIOUS INIURY LAWYERS

Lunderstand 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 lake or sleal 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

Deberah Burnich

- Viela Merik 2509 Mar Pharite Pheno Meriko Danies Chemicke

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,

Vichi Much

Vicki Mack

### Vickie Kroneberger

From: Sent: To: Subject: Darla Valliant [: @; ] Thursday, March 07, 2013 11:36 AM CityCouncil 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 Palos Verdes Estates and oppose this rezoning.

Sincercly,

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 RJ zoning in the matter before the City Council.

Signed,

Frederick M. Haney Barbara B. Haney . .

### Vickie Kroneberger

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

Thanks 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 <CitvClerk@nvestates.org> To: dhartmail < '@ i> 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 Clork

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 PMTo: CityCouncilCc: CityClerkSubject: March 12 council agenda

Dear Councilpersons:

My wile and I have fived 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

Edenver 3/1//3 D. Diana Hunten MAR - 7 2013 408 Pasco del Mar TITY OF STATES States Verdes Cit. Culif. 90274 24108 V-1078 - STATES To members of the PVE City mineil, We oppose the regoning of 1.7 acres of former tarkland from as to RI. Could this not lead to an enviting precedent for further conflict in this regard? Parkland in R.V. is considered "suched" space. access has alwaip been avail able to all who wish to come here to enjoy the natural beauty of the secon & the Santa master Bay. A should remain so. Deaver Stanton + Tamily

#7.

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.

Gail C. Wasserman 904 Via Mirada Palos Verdes Estates A 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 – AlA – Architect 3 Malaga Cove Plaza – Suite 202 – Palos Verdes Estates – California – 90274 – (310) 378-1355

March 7, 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

S.M.

Maryan Guzzins

LAWYERS FOR BUSINESS AND REAL ESTATE 5743 CORSA AVENUE, SUITE 116 Westlake Village, California 91362 Telephone 818 865-2200 Facsimile 818 879-9400

ROCKEY & WAHL LLP

WRITER'S E-MAIL ADDRESS Jay@RockeyWabl.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 decded to my client pursuant to the terms of a Momorandum 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 clsc" 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 <u>private ownership</u>, as only <u>public</u> 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 casement 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 vatural and open space resources in the city. The open space zone land consists of all publicly owned land including all city-owned tand . . .". 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 casement. 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 fall 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.

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, Jay Rockey

CC: Via Panorama Trust

| From:    | Jean Juell [ 🖉 🛛                 |
|----------|----------------------------------|
| 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 weeded. 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 [ 🛛 😥 💷 🗄                                   |
|----------|---------------------------------------------------------|
| 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: Sent: To: Subject:

\_\_\_\_

...@ ..... Thursday, March 07, 2013 2:56 PM CityCouncil Fwd: Rezoning

**#7**.

.

From: \_\_\_\_\_@i, \_\_\_\_. To: <u>co</u>uncil@nve<u>states.org</u> BCC: \_\_\_\_\_@v\_\_\_\_\_s 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

| From:<br>Sent:  | Jodi Merchant [             | · .   |
|-----------------|-----------------------------|-------|
| To:<br>Subject: | CityCouncil<br>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 2C-2/M-902-13 Submission for PVE City Council Meeting 3-12-13



<u>The Project</u>: 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 cur 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 raise 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 Hogin 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 a precedent
- If the reason for rezoning was to allow the parcels to be combined, that is

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

\*\*\*\*

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

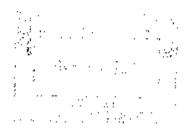
- fh.- Gavner has derived bear? from these illegal gave acaments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of this land. We believe such behavior should not be rewarded.
- The amount paid (\$500,000) for Percei A is significantly below market for 1.7 acres, with no sullection (refour knowledge) made to other parties. As such, the thy and PVNA both benefitted from the transaction, but failed to act in a fiduciary manner with regard to meluration parkiand for public use in his 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 illegif transaction i.e., transfer of deed restricted Perklands to individual fambeiow fair market value, could possibly open all contributing government and private parties to IXS scrutiny for collusion to avoid taxes.

| Signature:     | , Address:               |
|----------------|--------------------------|
| Name:          | 2104 Via Anthean WE 9027 |
| KEIN' J. LANK. | at Dote: 3 le las        |
|                | ~                        |

| Signatures for when is h for | Address                    |           |
|------------------------------|----------------------------|-----------|
| Nante:                       | M N 2404 VIF Angelerie 205 | 10274     |
| Pessi A. Louisani            | Date: 3/4/12               |           |
|                              |                            | <b></b> _ |

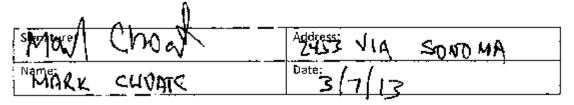
Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to h<u>artijsonjohn@omail.com</u> or city<u>eguneil@prestores</u>.org drop.off pt the Harbison's house at 915 Via Panarama, or deliver to PVE City Hall before 5pm on March 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 2<sup>2\*</sup>.



#7.

- 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 partles. 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. Wby?

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.



Siena Dáte:

Please sign and return before 5pm on March 7th hy one of the following methods: by fox to John Harbison at (310) 349-3381, by email to harbisonich@gmail cam or <u>citycoyncil@pvestates cig</u>, drop off at the Harbison's house at 916 Via Panoramo, 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 12<sup>en</sup>.

#7.

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 ٠ 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: Name: Willand allan 916 VIA MIRADA, PVE Date: WILLARD OLSEN MARCH 7, 2013

- 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: Mach  | Address:<br>2509 VIA PRIALE, PVF, CA 90274 |
|------------------|--------------------------------------------|
| Name: VICKI MACK | Date: 3-7-13                               |

| Signature: | Address: |
|------------|----------|
| Name:      | Date:    |

**Please sign and return before Spm on March 7th** by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to <u>harbisonjohn@amail.com</u> of <u>citycouncil@pvestates.arg</u>, drop off at the Harbison's house at 916 Vio Panarama, or deliver to PVE City Hall before Spm on March 7th. Only those signed copies received at City Hall before Spm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12<sup>th</sup>.

. .

- 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 scrutive for collusion to avoid taxes.

| (1)                       |                                       |
|---------------------------|---------------------------------------|
| Signature AM              | Address: 2729 Aus Utrates 12 WEST     |
| Name: Coven Languagesurg  | Date: 3/0/13                          |
| the the                   | Address:                              |
| Signature him. Tautton    | Address:<br>2724 YALOS VERDES PR WEST |
| Name:<br>TINA LAASKERSUPY | Date: 7/4/13                          |

**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 <u>horbisonjohn@gmail.com</u> or citycouncil@pvesta<u>tes.org</u>, drop off at the Harbison's house at 916 Via Panarama, 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 12<sup>th</sup>.

- 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 partles to IRS scrutiny for collusion to avoid taxes.

| Signature: Cheryl Lohn | Address: 568 Via Almar PVE |
|------------------------|----------------------------|
| Name: Cheryl Kohr      | Date: 3-7-13               |

| Signature: | Address: |
|------------|----------|
| Name:      | Date:    |

**Please sign and return befare 5pm on March 7th** by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to <u>harhisonjohn@gmail.com</u> or <u>citycouncil@pvestates.org</u>, drop off at the Harbison's house at 916 Via Ponorama, 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 12<sup>th</sup>.

- 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. PVIIA 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 sonel fit 1120 Name: Date: 18.18800 HARON

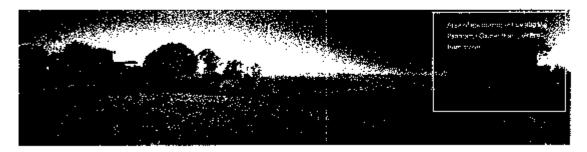
Signature Address: The burnton Pla Your ACHERSONS 2328 Name: Date:  $\bigcirc eZRtr$ W/ INSTON

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 <u>harbisonjohn@qmail.com</u> or <u>citycouncil@pye</u>states.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 12<sup>th</sup>.

Sandra Winster 2325 VIA ACALONES ME SANdRA WINSTER 3/1/13

.... . .

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



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

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

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

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

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

10167

#7

 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 mode 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 outomatically and without further notice from that time for a period of twenty years, and thereafter for successive

Page 2 of 15

2.1:67

periods of twenty years each without limitation unless within the six months prior to the expiration of any successive twenty-year period thereofter 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 Vordos 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.

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 2/3.9/13 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

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 Quite 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 gazeba, 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 mode a part hereof, and shown as Area 3 on Exhibit "R."
- 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 recorded to R-1?
- The City Council minutes 7/24/12 state "MPT Goodbart confirmed with City Attorney Hogin that Areas 1 and 3 of this property are currently, and would remain, zoned as open space." [Note that in the 7/24/12 Staff Report, "Area 2" refers to the sports field area that in the current rezoning application has been confusedly renamed "Area 3"] So why is a rezoning being considered?
- Rezoning to R-1 would be a huge economic windfall to the Owner. The appraisal on the property (which supported the \$500,000 transaction price) assumed open space zoning and restrictions on building any habitable structures or any structure that would violate the open space. As R-1, it opens the door for development and a valuation that is already mentioned by realtors as over \$2M, based on prices recently paid for smaller and even steeper lots along Via Del Monte with comparably outstanding views. Further, It would be a breach of the City Council's fiduciary duty to grant such a windfall to the owner less than 6 months after the Council unanimously approved the \$500,000 price in the MOU particularly when the property is facing a possible "Reversion of Title." Clearly rezoning would increase the value and such a situation could trigger a number of investigations. Would that be a desirable outcome for the City?
- At the 2/19/13 hearing, Planning Commissioner Chairman James Vandever asked Mr. Smith, Assistant City Attorney, directly whether under R-1 zoning the open space easement would permit any structures on any part of the property other than Area 3. Mr. Smith answered that the Deed Restrictions would allow no structures beyond Area 3. Mr. Vandever then asked for clarification whether this included fences, walls or hedges in the portion of the property visible from the road? Mr. Smith again answered that they would not be allowed because fences, walls or hedges are all structures impeding upon open space. Let us try not to smile, as these Restrictions (referred to by

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

- There is another worrisome area in Mr. Smith's memorandum to the Planning Commission in which he states "The City generally has a general policy to prohibit structures in Cityowned 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 likey? 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)?

Page 6 of 15

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 PVIIA 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 moliting 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** (set 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 constemation 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.

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 carly 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 for 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

80ff7

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 aftention fo "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 PVIIA website:

#### http://www.paiosverdes.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." 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:

"Deed restrictions were imposed on the land in 1923, when the Bank of America, as trustee for Vonderlip'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 Sertion 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?

The price paid for the 1.7 acres of parkland at \$500,000 does not seem credible in spile 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 park<u>land be maintained for public use and benefit</u>. 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 "gazeho, sports court, retaining wall, landscaping, barbecues or ony other accessory structure as defined in 18.32.010B of the PVFMC if approved." Not allowed in the "Protective Restrictions" even it 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"?

Page 11 of 15

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.

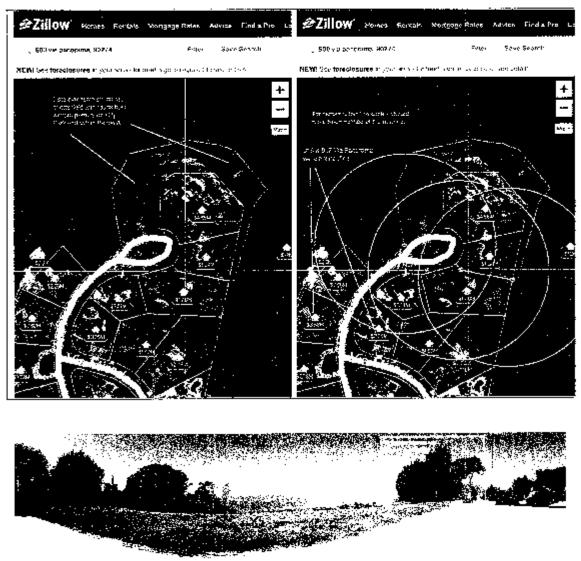
It seems that a family that made considerable illegal encroachments on Parkland has been given the Parkland in exchange for a charitable contribution to the PVPUSD and a smaller amount to the PVHA. That is a prohibited sale of Parkland property that belongs to all property owners in PVF. We predict this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

Respectfully Submitted,

Iohit Harbison 916 Via Panorama March 4, 2013

Renata Harbison – 4 916 Via Panorama March 4, 2013

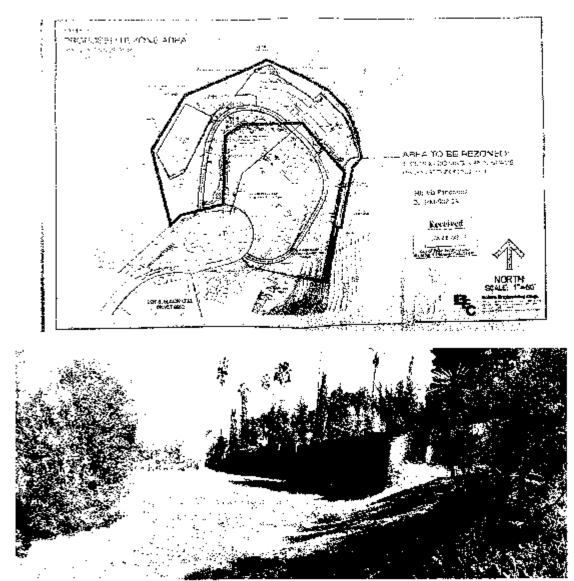
120767



The parkand on Via Pancrams has one of the best views of the coastline, and people often stop and enjoy the view. Every 4th plukuly, people come there from all over PVE to watch the lineworks.

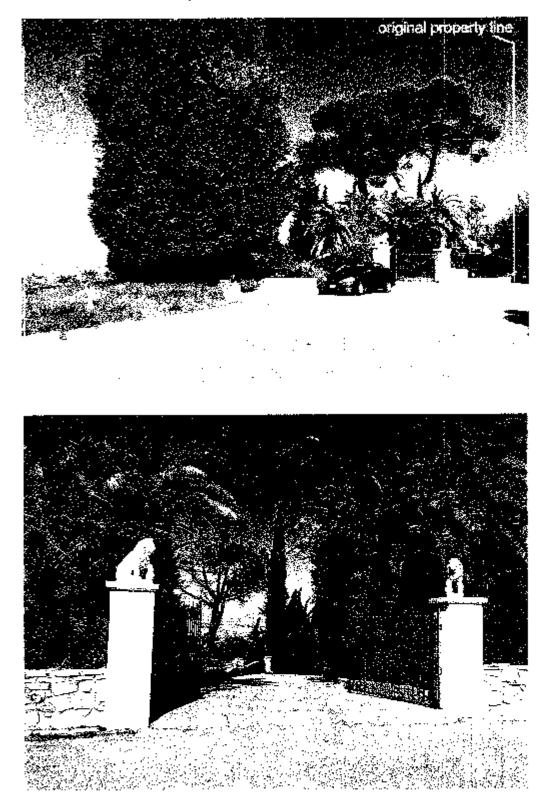
13.167

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



140 167

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



150167



SANK OF AMERICA NATIONAL THUSE AND SAVINGS ASSOCIATION, a national bankfur association organized and existing under and by virtue of the lowe of the United States of America, hereinsfeer for brevity called "bank", in consideration of the sum of SiG.00 to it in hand paid, receipt of which is hereby nexnowledged, does hereby out: claim without warranty to FALOS VERDES BOMES ASSOCIATION, A California corporation, hereinsfeer for brevity called "grantee", all of its right, title and interest, including resensents, rights of way, reversionary interests and interests of every nature in and to all that partoin real property in the County of Los Angeles, State of California, described as follows.

item 3. That portion of Les 3 of Fract 4400, as per map recorded in Book 12. Pages 55 and 9c of Maps. records of said Los Angeles County, described as follows:

Commencing at the Easterly terminus of that certain course in the Southerly brundery of Bract 6862 as per map recorded in Sook 75, Pages 20 and 21, of Mars, records of sold los Angeles County, baylar a longth of 311.48 iest and a bearing of Notil: 897 4.37 207 West, as shown on said map of Tract 6882, thence shoop said course North 54" 43' 20" west 106.20 feet to a point which is the true point of beginning of this description and also the Northeasterly corner of Not V in Tract 588), as per map recorded in Sour 78, Pages 49 to 32 inclusive. of Maps, records of said hos Angeles County; theace slong the said Southerly poundary of Tract 5082, South 65°40'26" East 196.20 feet to the beginning of a curve concave to the North and Davieg a radius of 7790,53 feet; thence sloup said curve 1523.89 feet to six beginning of a curve encrave to the Unrib and busing a radius of J325.50 feet; thence along said curve 243.74 feet to the beginning of a curve concave to the South and hering a redius of 1774.50 feet; theode slong said curve 235.30 feet to the beginning of a curve concave to the Small and having a fadius of 4942.5 feet; thence along said curve 31.56 feet to the end thereof; thence due South 32.28 feet thence South 38" 18" 32" Cost 65.55 feet to an angle point in the Resterie boundary of Front 6863, as Angeles County; thence along the Paris of anomeany as area react 9863, and of

160167

#7.

- 5-

Tract 19320, as per map recorder in Nook 151, Pages 48 to 50 inclusive of Maps, termines of sold Los Angeles County, due South 2022.45 feet and Nooth 13° 54' West 100 feet to the most Westerly corner of Lot A of sold Tract 19320; thence along the Southerly line of sold Lot A and along the Southwesterly and Westerly line of Lot B of Sold Tract 19320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of sold Loy B of Tract 4400; thence in a generally vesterly and northwesterly direction, along the sold southerly houndary of Log B of Tract 4400, the Northeesterly end Northerly boundary of Tract 7540 as per pap recorded in Book 104, Lages 56 to 59 inclusive, of Maps, records of sold Los Angeles County, and the Easterly boundary of sold Tract 5885, to the point of beginning, enclosing an area of 215.44 arres more or less.

Item 2. Lots J.V. and Y of Tract 8885, as per map recorded in Book 78, papes 49 to p2 inclusive, of Maps, records of safe Los Angeles County; and the triangular portion of Lot I is Block 1712, of said tract, lying Northeast of a line drawn from the Northwesterly countribureof to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeasterly corner thereof, comprisity an area of 0.078 acre, more or less,

Item 3. Lots A and 5 of Tract 10320, as per map recorded in Nook 151, pages 48 no 50 inclusive, of Maps, records of said Los Angeles County.

Lies 4. Lot I of Tract 10624, as per map recorded in Book 163. Pages 3 to 9 inclusive of Maps, records of Said Los Angeles County, except that portion thereof described as follows:

Seginning at the most westerly corner of Lot 2, in Block 2 of said Tract; thence along the Southerly line of said Lot 2 North 89° 48' 27" East 257.45 feet to the most westerly corner of Lot 1, in sale Block; thence along the Westerly line of said Let 1, Sourh 22' 27' 40" East 65.04 feet; thence North 78° 48' 54" West 248.44 feet; thence Bonth 87° 10' 66" West 59.87 feet; thence North 57° 16' 17" East 38.04 feet, more or less, to a point in the Westerly line of said Let 1, distant thereon North 98' 43' East 5 feet from the most Westerly corner thereof; thence South 98° 43' Nest 9 feet to the point of beglaning, enclosing an area of 0.185 acre, more or less.

-4 =

1707 67

It being the Intent of back to quitchin all interests of every nature whether to grantee in the wove described property lachning any enterest resorved to back by reason of that certain trust indenture recorded Jely 5. 1923 in Book 2556, Page 61 of Official Records, in the office of the Jounty Recorder of the County of Los Angeles, and any and all amendments chereto.

It is expressly understood and agreed that this quitchoin is made and executed by bank hereic solely as trustee under that certain trust indexture hereinhetore referred to and that bank herein shall not in any manner our to any extent whatsoever become personally responsible or liable for any damages, losses or expenses arising or substained in connection with this quitchain and forther this transfer and quitchain 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 SAVINOS ASSOCIA-TION, her this like day of tome, 1940, crosed this instrument to be executed and its name and seal to be hereunto affixed by its Trust Officer and Assistant Trust Officer thereento doly authorized.

> BANK OF AMERICA NATIONAL TRUST AND SATINGS ASSOCIATION

By R. A. Wright, Frunt Officer By Grant J. Hoge, Assistant Truct Officer.

Consent to the execution of the foregoing deed is hereby given. Dated June 14, 1940. Oscor L. Willett, Trustor, Palos Verdes Project.

State of California, County of Los Angeles)ss.

On this 14th day of Supe. 1940, before me. H. Copp. A Notary Public in and for said County and State, personally appeared R. A. Wright known to be the be the Frust Officer, and Grant J. Bage, 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, known to me to be the persons who acknowledged to me that such association executed the same.

18 of 67

Witness my hand and differel seat.

(STAL)

in and for said County and State.

#1545, Copy of original recorded as request of Grantee, Jan 21, 1946, 3:23 9.8.

Copyist 414. Compared. Mune B. Seatty, Soundy Receider, by (signature)

T. H. Hiller (153) — Deputy. \$2.10-16-F.

- - - -

By Sand . --1 . ٤. . . .

#### RESCLATION #12

A DESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AUTHORIZING THE CITY TO ACCEPT TITLE TO THE PARK PRO-PERTIES AND TO ACCEPT TITLE IC THOSE CERTAIN LOUS DESCRIPTION TO WHICH IS ATTACHED AND HEREWITH INCORPORATED BY REFERENCE AND AUTHOR-12ING THE CITY AUTORNEY TO RECORD THE SAME. \*ARD TO PETITION THE COUNTY BOARD OF SUPERVISORS TO CANCEL THE DELINGUENT TAXES AND TAX DEEDS.

The City Council of the City of Pales Verdos Estates do ordals 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 bureby authorized to record the above mentioned deeds with the County Recorder.

Section 3. That the City Attorney is hereby authorized to Patition the Sound of Supervisors to direct the cuncellation of the Tax Doeds 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 moute 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.

Passad and adopted this 12th day of some, 1940.

(SEAL)

H. F. B. Recession Mayor of the City of Falos Verdes Estates, Californis

190f67

Attest: Source A. Borgstroad Lity Clerk of the Lity of Matos Verdes Estates, Callf.

State of California County of ios Angeles. Ofly of Palos Verdee Estates) as T, Seymonr P. Bargatrom, City Clerk of the Ofly of Palos Verdes Estates, California, do hereby certify that the whola number of City Council is five; that the foregoing resolution, being Resolution No. 12 was fully passed and adopted by said City Council, approved and signed by the Navor 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 go ressed and acopted by the following votest: Ayes: Councilmen Reeder, Smith, Sadler and Mayor Noessler. Noest None – Absent: Councilman Bray.

Climens av dand and seal of sold City this 12th day of Time, 1940.

(SEAL)

Seymour F, Bargstrom City Clark of the City of Falos Verdes Estates, California.

(1)

#7.

Palos Ferdes Homes Association, a California responsion, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Polos Verdes Estates, a municipal corporation of the sixth class of the State of Colifornia, its successors and assigns, that certain real property in the County of Los Angeles, State of Sailfornia, hereinafter referred to as "said realcy", described as follows: item 1. Lots 1, V and V of Iraci 5885, as per mep recorded is Sook 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, and that portion of Lot 3 of Tract 4400, 29 per may recorded in Book 72, pages 95 and 96 of Maps, records of sold los Angeles County, described as follows (with the exceptions hereinatter described in paragraphs (a) and (b) hereof): Commencing st the Easterly (+ memors of that certain course in the Southerly boundary of Tract 5882, as per map recorded in 600k 75, pages 20 and 21 of Maps, records of shid hos Appeles County, having a length of 311.43 feet and c bearing of North 80° 43' 23" West, as shown on said map of Frace 6832; thence along said course North 29° 43' 20" West 105.20 feet to a point which is the true point

20 oft7

of Depiering of this description and also the Cortheasterly corner of Lot 2 in "Fact 6885, as mer map recorded in Book 78, mapon 49 to 52 inclusive, of Maps. records of said hos Angeles County; thence along the said Southerly Foundary of Tract 5852, South 85° 45' 20" East 106.20 feet to the beginning of a curve conceve to the North and having a radius of 7796,53 feet; thence alone said curve 1523.39 feet to the beginning of a curve concave to the North and Baving a radius of 3025.50 feet; thence along said curve 243.74 feet to the beginning of a curve concave to the South and having a rodius of 1774.50 feet; thence along said curve 235.50 feet to the beginning of a curve concave to the South and maying a radius of 4942.5 feet; thence slong said curve 31.56 feet to the end thereof; thence due double 32,28 fact; thence South 38° 18' 32" East 64.35 feet to an angle point in the Westerly boundary of Tract 6883, as per map recorded in Scole 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 man recorded in Book 131, pages 48 on 30 inclusive, of Maps, records of said Los Angeles County, due South 222.46 feet and South 13° 544 Wast 100 feet to the most Westerly conner of Lot A of said Tract 10320; thence elong the Southerly line of said lot a and along the Southwesterly and Westerly line of Lot 8 of said Tract 10320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of said Lat 5 of Tract 4400; thence in a generally Vesterly and Botthwesterly direction, along the said Southerly boundary of Log 3 of Tract 4460, the Northeasterly and Northerly boundary of Tract 7540, as per map recorded in Book 104, pages 55 to 59 inclusive, of Maps, records of said has Angeles Lounty, and the Anstorly boundary of gaid Tract t685, to the point of beginning, enclosing an area of 210.44 acres, more or (a) Except those portions of said Loos J, V and V of Tract 6585 less. and of said Lot R of Tract 4400, described as follows: Reginning at a point in the Southwesterly boundary of said Lot J which is South 38° 25° 00" Fast thereon 16.01 feet from the Northerly boundary of said Lot J; thence South 58° 25' 00" East 72.89 feat to the beginning of a curve concave to the Northeast,

210767

va filma

tangent to said lost-mentioned clurks and having a radius of 350 feet; thence Southeasterly alone sold curve 27.55 fort to the beginning of a curve contave to the North, tangent to said hast-mentioned curve and hashing a radius of 115 Sect: thence Easterly along said last-mentioned curve 100.15 feet to the becircleg of a curve conceve to the South, tangent to said last-mentioned curve and having a radius of 0140 feet; thence Easterly along said lest-mentioned curve 325,69 fact; chence North 83° 32' 24" East 126,12 feet to the Southerly boundary of Track 6882, as per map recorded in Book 76, pages 20 and 21 of Mops, records of said bos Angeles County; thence Easterly along the boundary of said Tract 6982 and following the same in all its various courses to the Northerly terminus of that certain course in the most Westerly houndary of Frace 6883, as per map recorded in Book 77, pages 73 and 74 of Maps, records of said Los Angeles County, having a bearing due North and a length of 222.45 feet, as shown on said map; chance South along said most Restarly boundary 62.16 feet to the beginning of a curve concave to the South and having a radius of 4703.50 feet, a radial line of said surve to said beginning thereat bearing North 07" 19" 51" West; thence Westerly slong said last-mentioned curve 51.15 feet to the beginning of a curve conceve to the South, tangent to said issimmentioned curve and having a radius of 1625.50 feet; thence Westerly along said lastmentioned curve 215.54 feet to the beginning of a turve conceve to the North, tangent to said last-mentioned curve and having a radius of 3178.50 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 redial line of waid curve to said beginning thereof bearing North 05" 32' 53" Fast; thence Easterly slong said last-mentioned curve 371.71 feet; thence South 76" 96" 96" 96" East 42.47 feet to she Southerly terminus of the above described course having a bearing due south and a length of 222,40 feed; thence South 15" 54" 00" West along the Westerly boundary of said Tract 5883, 80 feet; thence North 76° 06' 00" West 42.47 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 2470 feet; thence Westurly slong sold last-mentioned curve 559,86 feet; thence South 88° 37' 00" West

-9-

i

220167

52.80 feet to the Contrading of a curve concave in the North Last having a radius of 7040.53 fact, a radial time of said last-centeres curve to sail beginning thereof hearing Scote 05°31'57" Fast; thence Hesterly alone sold last-mentland curve lill.25 fact; thence South 83°32'24" West 559,06 Sect to the beginning of a curve concave to the boath, tangent to said lent-pontioned course and having a radius of 940 feet; thence Westerly along said lest-mentioned curve 198.21 lost: thence Scoth 70°07'38" West 210.28 fect to a line that is parallel with and 10 feet Southeasterly, measured at right angles, from the line bearing South 62°35'36" West In the Korthwesterly boundary of said Lot 3 of Figet 0685, as shown on hald map of said tract; thence South 67° 55° 36" West along said parallel line, 321.39 feet to the Southwesterly line of said Lot 3; thence Sortherly, Sortheasterly and Mortherly clong the boundary of sale Lot 1, to the point of beginning; enclosing an area of 1.41 acres, more or ises, within the boundaries of said for J, and 2.19 acres, more or less, within the boundaries of said Lot V, and 0.50 scree more or less, within the boundaries of suld hot Y, will in said Tract 6885; and enclosing also as area of 8.46 acres, more of less, within the Loundaries of said lot B of Train 4400. (b) Also, except tions partious of said Lot 5 of Trant 4400, described as follows ( the basis of isomrings is "Rant", being the hearing of the Southerly line of sold but b, ear tending from the angle point marked "3" to the angle point marked "A", as shown (1) Commencing a said moto point marked "p"; on said map of Tract 4406, s thence North 85" 36" 27" has: Show SJ feet to the true point of beginning of this description; thenre North 25" 20' 56" West 48 Ject; thence North 47" 39' 25" East 01.21 feet; thence North 63" 39' 10" East 16 feet; thence South 26" 201 56" East 55.60 feet: theme hout: 63° 39' 10" West 46 feet, more or less, to the point of beginning, contracting an area of 0.057 area, more on less. (2) Commencing it sold angle point marked "B"; thence North 86\* 31' 38" East Mid2.44 feet to the true optim of beginning of this description; thence Rorth 26° 20' 50" West 40 feet; thence North 63° 19' 10" East 65 feet; thence South 26° 20' 50" Last 50 Feet; thence South 72° 23' 56" West 51.76 feet, note of less, to the pulst of beginning, enclosing an area of 0.067 acre, more of less. (1) that portion of said int R of Track AABU whiteh is included within a clicke. having a radius of \$5.60 feet, the center point of safe circle bearing Borth 36° 48' 14" East 1955.77 feet from world angle point marked "B"; enclosing an

230867

not if Carefuel 1712 of intel 0000, as por par recorded in Post 26, suger 69 E of facilisive, of tays, records of sold Las Augeles County, lying Receiveast of a Here drams from the SectionParty corner thereto to a point on the Catterly line thereof one hundred (160) feat Southerly of the fortheasterly corner elever. comprising an area of 0.078 acre, more or less. from 3. Locs A and N of Treet 10329, as per cap recorded in book 151, pates 48 to 56 inclusive, of Maps, records of said hos 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 assemblies and rights-of-way hereighter referred to. It is the express intention of the parties bereto that title to all lead under or within all streets, alleys, whiles, reads and/or highways abitting or adjoining said realty is deserved upto the Grantor bordin, its successors and assigns, and the Grantee berein acquires up interest therein by virtue of this deed.

:

This conveyance is agine and accepted and said really is bettery errored. subject to drate and dounty taxes now a lien and now due and/or delinguent and to any and all rights and easements of record, but without warranty on the pert at the Brantes berein of any kind or character, either express or implied, as reany mathers not contained or referred to becaus; and upon and subject to each of the following provisions, conditions, restrictions and covenance, to-wite 1. The express condition that the Grantor herein is not responsible or lighte. In any way, for any inducement, representation, agreement, condition or silenlation not met furth herein, or in deeds of record heretofore convoving said realty and rights and casements applicable thereto, or in the Declarations of Party intions be retensiver mentioned. 2. Each and every provision, condition,  $\leq$ restriction, reservation, then, charge essevent and covenant contained in the Perlamation of Establishment of pasts Protective Restrictions executed by Componwealth Trust Company, as comer, recorded in book 2360, page 234 of Official Pecords of said Los Angelos County, and Acendments Nos. 1 and 3 thereto (erecuted ry Bank of America, successor in interest to said Commonwealth Trust Company),

240167

#7.

-11-

recreded to some Zoon, page 17 and in more edity, page 276, very error to be related official succompany and in Section Wey 5 to Ecundichness of Technic Sectories Contrictions, executed by said Hash of America and recorded to News 1983, percboy of said Official Records and in Adendments Nos. 1 and 6 to said becisration No. 5, executed by sale bank of America and recorded in brock 4019, page 276 and in Sook bbd9, page 22, respectively, of said official Records; and in Association No. All to said Declaration bo, 5, esenated by Palos Vardes Estates, Inc. and recorded in Sock 16565, many 183 of said Official Records; and in that cortain conveyance executed by said bank of Aperica to Granter hereis and recorded in Book 3400, page 279 of said "fficial Records, whereby there was established a general plan for the (morevenent and development of sold realizy and other property contribut and/or referred to in said periorations of Rest(follows, and provisions, conditions, restrictions, reservations, ilens, charges, canonents and envenants were fixed, including the establishment, maintenance and operation of Philos Wondes Somer Association, a California perpendint, and of the sec hopas therein provided, subject to which said property and/or all paraets thereof should be sold and conveyed out all of said provisions, conditions, restrictions, reservations, liens, charges, essence is and converants are berely made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in mill. Chat, except as becalcafter provided. said realty is to woused and administered Forever for park upd/or recreation purposes only (any provisions of the Declarations of Restrictions morve referred / to, or of any amendments thereta, or of any prior conveyances of paid realty, or of any lave or ordinances of any public body applicable thereto, to the ÷ contrary netwithstanding), for the benefit of the (1) residents and (2) nenresident property awners within the housdorkes of the property incertofore commonly known as "walos Verdeo Suister" (that is to say, within the boundaries of the Grantee canicipality, of Tracia 6801 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes domes Association), under such regulations consistent with the other

250167

#7.

-13-

conditions set particle this down as may ice the to the bereafter be established by sail reminipality or atour body solitably constituted by law to take, public maintain and regulate public purks, for the purpose of safeguarding sold reality and say vepetation and/or inprovements therein from damage of deterioration, and for the further purpose of protecting the residents of said falos Verdes Estetes from any uses of or conditions is or upon said realty which are, or may be, detrimental to the amenities of the acidborrhoon; except that wald realty may be used for the operation of a golf coorse and eleb house, with the usual opportionances (5) That may portion of said realty, title to which is thereaf; provided, acquired by the inited States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written opproval of the owner of the reversionary rights provided for Herein, and the Art Hery, be specifically exempted from this provision requiring exclusive use thereof (b) That the easement is specifically for park and/or recreation purposes. reserved to Palos Verdes Homes Association and its successors in Interest in establish and maintain such reasonable number of water maths and other public utilities as to it may seem advisable in and over said realty in a number tot inconsistent with the purposes for which seld realcy is hereby conveyed. -; c) That rights-of-way for read purposes are received upon and across that pottled of Lot 1 of Tract 4400 hereinabove described in Item 1 of said realty to provide Access to Lot A of Tract 9822, as put map recorded in Book 109, pages 45 to 47 inclusive, of Maps, records of said Los Angeles Courty (over which lot further rights-of-way continue to Via Campesina), from properties of the Palos Verdes Water Co., as follows: (1) from two parcels of land whose location is described in paragraphs (1) and (2) of exception (b) under sold Item 1 and upon which are incated "Pump Scuse So. 6" and "Pump Scuse So. 8", respectively; and (2) (now a parcel of land, whose location is described to paragraph (3) of exception (b)under said Item 1 and upon which is located the "No. 1 Main Reservoir". (3) (1) That non-exclusive casements are reserved to Southern California Edison Co., and, for the use, maintenance and replacement of one line of poles with the usual apportenances, to be used for conveying electric energy, in and over said Lot V

26 11 67

-13-

in fract when and alway the corresponding of said fet 3 in Block shift at said tract, as per deeps dates landary 25, 3025 and fearware 6, 1025 tree fractor herein to maid Edison Co.; and also in the adighberhood of the Sortheasterly ocraer of said for 1 in Slock 1752, and in and over that portion of CoL B of Fract 4400 hereinabove described in Them I of said realty, as put deed dated March 18, 1923 from Granter herein to said Telson Co.

(2) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and teplacement of an underground conduit system, to be used for conveying electric energy, in and over that portion of Lot B of least 440% hereinabove described in item 1 of said realty, as per deeds dated June 10, 1977 and September 7, 1932 from Crantor herein to said Edison Co.

(3) fast non-exclusive easements are reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an enderground telephone conduit system, in and over their portion of Lot E of Tract 4406 hereinabove described in item 1 of said reality, as per dead dated October 3, 1929 from Crantor benefor to (4) That a non-exclusive right-of-way and essent is sald Telephone Co. reserved to Associated Telephone Co., Ltd. for the construction, maintenance and operation of telephone conduits, cables and wires, together with the necessary appultenances thereto and the right of entry to said easement, in and over a sin (t) foot strip of land lying turne (i) feet on either side of the following degioning at a point on the Northerly line of Vin Tefen, as center line: shoup on said map of France 6885, which point is the intersection of said Northerly line with a line bearing worth 14" 44' 25" West from the Northeasterly corner of Lot I in Block i710 of said track; thence along said line bearing North 14° 44' 25" West, across Locs V, Y and I of said tract to a point in the Southeasterly line of Palos Verdes Drive, said Soucheasterly line being that course bearing South 71° 07' 08" West and having a length of 210.28 teet, in the latter part of the description of exception (a) under item 1 of said realty.

-14-

270867

<sup>i</sup> #7.

(c) that the buildings and appurtenances of the Pains Wordes Country (Jullocated on said realty, with or without the welf course approximate therein, now be leased to a private operator of operators, and the privalence thereof shall always be available in the property owners, both resident and non-resident, of said Calos Verdes Estates, as anove delimited, on at least as favorable terms as are granted to the most favored members and/or patrons or said Country Club. 4. That, except as provided above, no baildings, structures or concessions shall be precise, maintained or parmitred upon said realty, except such as are properly incldental to the convenient and/or proper use of said reality for park and/or recreation purposes. 5. That, except as provides to paragraph 3 hereof. said realty shair not he sold or conveyed, in whole or in pars, 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 consultated by law to take, hold, beintato and regulate public parks; provided, that portions of said realty way be dedicated to the public for parkway and/or street purposes. That said sumicipality or other body having jurisdiction may, by and with the writion approvel of Palos Verdes Art lory tirst obtained, correct the owner of a lot abouting on sold realty to construct and/or valotain paths, steps and/or other landscape improvements, as a means of agress from and ingress to said lot or for the improvement of views therefrom, in such a sampler and for abol leagth of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Falos Verdes Art Jury, impair or infortere with the use and maintenance of suid realty for park and/or recreation purposes, 7. That some of the conditions, restrictions, as hereinbefore set forth. covenants and reservations set forth in paragraphs 3 to 5, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of sale Declaration of Establishment of Basic Protective Restrictions and is Section 5 of said Declaration No. 5 of Establishment of Local Protective Restrictions. Provided, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 2 to 7, inclusive, hereof shall cause said realty to revert to the Granter

28 of \$7

Retain, or its successor in interest, as eases of the reversionary liphts herein provided for, and the districorporation of the Grantee origin as a cultipation or the classification of sold body referred to in paragraph b corect (in the event of the transfer of any of suid realty thereto) shall to like conner cause sail. realty to revert to the Greator Lercla or its successor in Interest, and the owner of such reversionary rights shall have the right of ismediate guantry open and realty in the event of any such breach and in the event of such disincerporation or dissolution, and, as to each jut and/or parcel owner of said property or other property described and/or referred to in said Declarations of Rescrictions, the said provisions, conditions, restrictions, reservations, Hens, charges and coverants 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 readded by appropriate proceedings by the Grantor servin 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 Peatrictions. Provided, Also, that by the acceptuace of hids conveyence the Cranter agrees with the Grapion that the reservations, provisions, conditions, restrictions, liens, charges and nevenance herein set forth or mentioned are a part of the gumeral plan for the improvement and development of the property described and/or referred to is said lociarations of Restrictions, and are for the benefit of all of said property as Cesuribed and/or referred to and each owner of any land therein, wo shall jaure to and case with said property and each and every parcel of land therein, and shall apply to and bind the cospective 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 thereis as the dominant temement or In Siturns Whereof, Falos Merden Momes Association has esused teneneals. this dood to be duly executed, by its officers thereinto duly enthorized, this 14th day of June, 1942.

(Seal)

Folos Verdes Homes Assoclation Val E. Hiltonborger - Vice-President Everett M. York - Secretary

The Park and Recreation sourd of Pains Verdes Boron Association hereby expressly approves and consents to the execution of the foregoing decd. Baseport Sadler Chairman

- 7

29 0F 67

State of California - County of Los Angeles) ss: On this 14 day of June 1940, before me, Million Throne, a Botary Public in and for said County, sursecully spheared <del>Firth-Ar-Bray</del> Val Z. Efficiblerger, known to me to be the Vice president, and Everett M. York, known to me to be the Sequetary, of Palos Verdes Homes Association, the corporation that executed the within Instrument, known to me to be the persons who executed the within Justimment on behalf of the corporation therein named, and acknowledged to be that such corporation executed the same. Nicpess my hand and official seal.

(Seai)

Lillian Throne – Notary Public in and for the County of Los Angeles, State of California. My Commission Expires Decamber 1, 1940.

# #7.

30 0F 67

#### 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 (PVIIA) 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 G7/24/12. That MOU and other relevant documents and photos can be found on the website http://www.pveopenapece.com.

This transaction does not meet any of the requirements of The "<u>Protective Restrictions of \_PVE</u>", as recorded June 14, 1974, wherehy 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 a L"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 "<u>PROTECTIVE RESTRICTIONS PALOS VERDE'S ESTATES</u>".
- 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 32, 1940

Please note all "<u>Restrictions</u>, Conditions, Covenants, Liens, and Charges" are explicit in all three of these foregoing <u>documents</u> and include the referenced sections pursuant to both "<u>Duration of the Restrictions</u>" and the process for "<u>Mo</u>dification of Restrictions". Each and every document includes the wording that all "Restrictions, et al" are binding not only to the original Grantor <u>but on all Grantees</u>. That means that both the PVFCC 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 thereaf, 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. Jor a period of twenty years, and thereafter for successive periods of twenty years each without limitation anless 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 cussent 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 **<u>CONCLUSIVE</u>** in law that PVE Parkland cannot be sold, conveyed, or transferred to a private owner or to anyone without taking the actions as defined in the above two paragraphs with any requested change or modification approved by such process.

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

31 0167

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

Section 12 "<u>Reversion of Title</u>" 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 <u>being a specific breach</u> of the "Protective Restrictions Palos Verdes Estates" as provided for in Declaration 14, Page 15a, Section 12 it appears the process of <u>"Reversion of</u> <u>Title"</u> must be effected by theh <u>PVECC</u> 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 <u>how to properly convey or</u> deed the parkland properties to the City <u>of PVE with the "Protective Restrictions"</u>.

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 (<u>parklands</u>, golf course, etc).

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

**On page twelve** 't 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 <u>all of said provisions, conditions, restrictions, reservations, liens,</u> <u>charges, easements</u>, and covenants are bereby made a part of this conveyance and expressly imposed upon said <u>reality as fully</u> and completely as if berein 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 8-1 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 of the MOU, and the strangely interesting movement of monies, both being done in a seemingly unnecessary number of concoulted 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 Allorney 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 "High/www.pvapenspace.com for all references and documents in this newsletter. Please visit, sign the petition and post any comments you wish on the web site.

320167

### 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 raise 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 Goodhort 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 a precedent

330167

3404 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

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

\* \* 8 \* \*

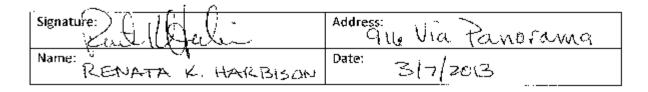
Beyond the above specifics on the rezoning request, we have significant concerns about the sale of public parkland to a private owner last year as part of the MOU. Unfortunately, we were not able to voice those concerns last year because of a flawed notification process whereby no one in the neighborhood 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:

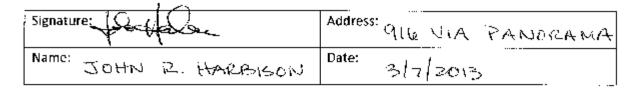
- This sale of parklands is unprecedented
- The sale transaction violates the CC&Rs covering this tract within PVE, and hence should never have been approved. Our understanding is that the City cannot sell public parkland without going through a complex and very public process.
- The sale transaction 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.





**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 <u>hatbison</u>john@gmail.com ar citycouncil@pwestates.org , drop off at the Harbison's house at 916 Via Panorama, or deliver to PVE City Hall before 5pm on March 7th. Only those signed copies received at City Hall before 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting an March 12<sup>th</sup>.

35 .1 67

# **PVE** OpenSpace

Home Page

Docameria

Press

Photos

How You Can Heip

Comments.

### Comments

| Send us your comments!                                                                                                                                              |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| In this area, you can onter 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 Neme:                                                                                                                                                         |                       |
| Last Name:                                                                                                                                                          |                       |
| Erræi!.                                                                                                                                                             |                       |
| Comments:                                                                                                                                                           | Enter comments here!  |
|                                                                                                                                                                     | i∮Pernission ta Post? |
|                                                                                                                                                                     | Submit Reset          |

This fransaction 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 reaconing alternation in the ratio of the property in the public property. Now by the 2012 transaction access by that ownership and zoning. There is no good failth, justifiable, legal basis to reace 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 Councilmembers approve the reaconing at the hearing on March 12th - Joint Markson.

Part of what makes Pales Vectos procious is the open space/park and 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 blanned community. Rules that govern us all, now no longer seem to apply to us all. This sale of parkland sext to 900 Via Panorama is unprecedented and contentious; new that the parkland on my street has been purchased (hrough negotiations behind dosed doors, when will the next plot of open space be add, also behind dosed doors and unbeknownst to any of us but the players involved? What's to provent other owners from applying the same techniques to the open space next to their homes? Rezoning from OS (Open Space) to R-1 (Single Panity Residential) would create even more banefits to owners who have squatted on public land for decades. Should this be approved or condened? I say, "NO 5 — Renata Hart/son"

I grew up on PV i in πy 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 band 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 cute. The parks and greep 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

36 07 67 Page 1 of 2

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

#### Elizabeth Bostrom

As a resident of Pelos Verdes Estates I was disappointed to ears: of the circumstances of this proposed lend-swap / co-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 for ever! That's why many of us purchase homes in beautiful Pales Verdes. The Council must vote, NO!!

- Mary Huller

Content copyrigM 2013, PV5CPENSPACE COVE All rights reserved



37.167

- 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 soll 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:<br>Losothy Chang | Address: 132 Via Panuzama |
|-----------------------------|---------------------------|
| Name:<br>_DOROTHY CHANG     | Date: $3/5/13$            |

| Signature:<br>Min clair Chang | Address:<br>932 Via Panencora |
|-------------------------------|-------------------------------|
| Name:                         | Date:                         |
| NIEN-CHIN CHANG               | 3/5/13                        |

**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 <u>harbisoniohn@amail.com</u> or <u>citycouncil@p</u>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 12<sup>th</sup>.

380167

- 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: / N March  | Address: 1928 Granvie Eldebirg. Mil- |
|-----------------------|--------------------------------------|
| Name: W. RYAWARD 42A7 | Date: 3/5/12                         |

| 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 <u>harbisonjohn@gmail.com</u> or <u>citycouncil@investores.org</u>, drop off at the Harbison's house at 916 Via Panoramo, 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 12<sup>th</sup>.

3901 67

Page 3 of 3

. ....

John Harbison <harbisonjohn@gmail.com> $\mathscr{G}$ "Ms. Renata Harbison" <renata\_harbison@vahoo.com> Fwd: 900 Via Panorama

1 /dtschmort, 347 KB

**#7**.

#### Sent from my iPhone

#### Begin forwarded message:

From Next Langed Asevndarigan@coxing Class: March 7, 2053, 52:07.50 AM EST For an analysis and the second second second second second in the second sec Plags - each obtect on the sear Chevron Lesigan Securitizario depai ta ne Verdel, Est. pro, 17, 95274 519 /71 0704 Leben/ 310-126-7466 - mobile 1.551 (41) 0023 - 62X <u>keensaniaan@tax.set</u>  ${\mathcal C} \oplus$ 

40 of \$7

- The Owner has derived bencht from these illegal excroachments for over 30 years, these onnefits were derived without receiving any periods or paying any takes for clie of this land. We believe such behavior should not be rewarded.
- She amount daid (\$500,000) for Parcel Alls significantly below market for 3.7 acres, who re-southation (to our knowledge) made to other parties. As such the City mus PNHA occubenefitted from the transaction, but twied to act in a fiduciary markier with regard to manufacting parkland for public use in its stewardship raies.
- Bus transaction violates the linding of the Court in 2012 that PVPUSD cannot sell property designated as open space to private owners. PVHA defended that principle in the laws up and settlement of the appeals process with PVPtrSD was part of the Resolution that was approved or 1/24/12. However that principle seems to have been wolldted in this aspect of the Resolution approving the MOOL Why?

I will, the complex sloves made to eventually effect what we below, was adjuct a short-action or stransfer of deed restricted Parklinds to a private individual facilities for otasism value, could possibly open all contributing government and private porties to tes whatewise collupor to enviro taxes.

| 1 Set and a Contraction of Section of Sectio | Address:<br>2904 VID Santoning 248 90274 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| KEVIN T. LANKEN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Date: 3/6/13                             |
| Beneficia Deggy A Lanegar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Address:<br>-2964 VIA BARACARO POR SZIE  |
| Mean MESSER LANDEAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Date: 3/6/13                             |

Please sign and return before Spm on March 7th by and of the following matrix. Is so first to serve Furth on of (314:34):334, by email to opphisonyolin@gmuj.com as eiterounci@prestates org more off in the inark-sents house at 916 Via Paratania, or deliver to PVE City Hall before open on March 7th. Only those samed copies recoived at City Hall before 5pm on March 7th will be included in the conkers such to City Cauncilmembers in advance of the meeting on March 12<sup>th</sup>.

41 01 67

- 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 PVFUSD 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 idegal 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: Then K. Ganenar | Address:<br>3633 Via Palomino PVE |
|----------------------------|-----------------------------------|
| Name:                      | Date:                             |
| Karen K, Govenar           | 3/6/13                            |

| Signature:                  | Address:<br>3633 Via Palomino PVE |
|-----------------------------|-----------------------------------|
| Name:<br>Richard K. Govenar | Date: 3/6/13                      |

Please sign and return before 5pm on March 7th by one of the fallowing methods: by jax to John Harbison at (310) 349-3381, by email to <u>harbisonjohn@amail.com</u> or <u>ritycounril@pvestates.ora</u>, 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 12<sup>th</sup>.

420167

p.1

John Harbison <harbisonjohn@gmail.com> Renata Harbison <renata\_harbison@yahoo.com> Fwd: 900 Via Panorama App. March 6, 2013, Media 9-0

5 Attachment, 812 KD

#7.

Begin forwarded message:

÷4

# 43 0167

- 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: |
|------------|----------|
| 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 <u>harbisoniahn@amail.com</u> or <u>citycounci@prestates.org</u>, 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 12<sup>th</sup>.

44 01 67

#7.

John Harbison <harbisonjohn@gmail.com> ment enternande aus . •

Fwd: Comments

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 forwardod mossage:

From: Subject: Continents Date: Aroun 6, 2010 758119 PM EST To: most Pesario - Many That Burches Durwa Eleven Address : a conservative process concurrently negative transaction is unproceedented. Fain toxally against resulting this periods of more vib-

1 of 9-19 Transport was produce to be open space (prevent That's why monly ht as purchase bornes in beautiful Palos

First das not beased most vire NOS

<sup>1</sup> Remission to Post 2. Only

45 of 67

#7.

## 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 Owber 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 lawsuiz,
  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 fRS strutiny for collusion to avoid taxes.

| Signature: Karenk Smiller) | Address: 924 Via Pananame |
|----------------------------|---------------------------|
| Name: Karen K. Miller      | Date: March 7, 2013       |

| Signature: MANIA 6MM | Add ress: |             |
|----------------------|-----------|-------------|
| Name:                | Date:     | · • <u></u> |

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 <u>harbisonjohn@gmail.com</u> or citycouncil@<u>pvestates.org</u> 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 12<sup>th</sup>.

3/6/13 3:17 PM 46 of 67

NACES SHALLS

47 of 67

#7.

John Harbison < 100 The Alaman

Ewd: 900 Vial Panorama

#### Begin forwarded message:

From: Based Antennote Subject: Source Peacetrice Date: March 6, 2010 Scretce OM EST To:

Even City Councils is have just received an email regarding the sale of City property a 800 V a Plancian a to the crack party. A side use create unly one side of this argument the racts as states teave bie wPSD procent create any one side of this argument the racts as states teave bie wPSD procent create any one side of this argument the racts as states teave bie wPSD procent create any one side of this argument the racts as states teave bie wPSD procent create a state of the state

22

f the way supply dealth-simplemention will be sub-cover to the full public detect that it has apply used an to much an even which existentially like to see the cumplet of the city atterney who advised you will be traced ton.

kligs lifestaa http://de.deata laius vieses Tsuster Colucz74

÷

| John Harbison <<br>∵ ®                                                                                           | n@( >                                                        |                                            |                                                             | Alexando Vibilleo Rueuri        |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------|---------------------------------|
|                                                                                                                  |                                                              | >                                          |                                                             |                                 |
|                                                                                                                  |                                                              |                                            |                                                             |                                 |
| Thanks. I received both.<br>On Mar 6, 2013, at 8:34 P                                                            | M. ··· w                                                     | ate:                                       |                                                             |                                 |
| A filles (classified d'organ)<br>Statement (Classified d'ung                                                     | n stetement is your 13 is s<br>grow Syrthe Coner, Place      | gned by both of ut<br>elfstinge knop it ya | <ul> <li>Goll and Kari, in a<br/>Unspelved them.</li> </ul> | dabban i fasild a tomer elgress |
| a Wolfester er pass settig a.<br>1. Januar                                                                       | pood (tight name: Happy)                                     | anthoay!                                   |                                                             |                                 |
| New York (Physic)                                                                                                |                                                              |                                            |                                                             |                                 |
| )<br>  J.F. Sterler 2013, ar 4.56                                                                                | ≓i∂ ∵obh i∛arbison sa                                        |                                            | ⇒ wrete:                                                    |                                 |
| Thanks for the edit. Ga                                                                                          | iil. I fixed that and posted t                               | he new version on                          | our website                                                 |                                 |
| 2<br>0n Mar 6, 2013, at 10:                                                                                      | 34 AM, Renata Harbison -                                     | e                                          | > wrose:                                                    |                                 |
| 916 Via Panorama<br>Palos Verdos Estates, C<br>p: 310.373.2349<br>3: 310.349.3381<br>c: 310.283.2445<br>c: mail: | A 90274                                                      |                                            |                                                             |                                 |
| Begin torwarded mea                                                                                              | stage:                                                       |                                            |                                                             |                                 |
| From: Karl Wasser                                                                                                | man <<br>h <b>t re:900 Via Panorama</b><br>3 12:24:51 AM EST |                                            |                                                             |                                 |
| Dear Renata and John                                                                                             |                                                              |                                            |                                                             |                                 |
| Greet work till. We hope                                                                                         | that the turn out with be good aga                           | ir.                                        |                                                             |                                 |
| Flease note on your de<br>"attorney was presen<br>riope you had a wonder<br>Gel                                  | stailed presentation on page 91                              | ne 2, I think the date y                   | ou meant was 5/08/12 ()                                     | not 5/08/13)                    |
| )<br>;<br>;<br>;<br>;<br>;<br>;<br>;<br>;<br>;<br>;<br>;<br>;<br>;                                               | nt in the 5/08/13 Council mootin                             | a"                                         |                                                             |                                 |
| Hope you had a wonder                                                                                            | tul trip and enjoyed the birshday o                          | steprotions.                               |                                                             |                                 |
| :                                                                                                                |                                                              |                                            |                                                             |                                 |

41 cf 67

**#7**.

#7

p.3

#### Statement by PVE Residents about the 900 Via Panorama Application ZC-Z/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
  henefitted from the transaction, but failed to act in a fiduciary manner with regard to
  reaintaining 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 i legal transaction i.e., transfer of deed restricted Parklands to a private individual fer below fair market value, could possibly open all contributing government and private parties to IRS scrutiny for collusion to avoid taxes.

| Gail C. yasserman | Address: 904 Via Mirada, PVE |
|-------------------|------------------------------|
| Gail C. Wasserman | Date: 3/06/13                |

| Signature: | - 7        | Address:  |      | · · ·  | $\Delta = \mathcal{L}$ |
|------------|------------|-----------|------|--------|------------------------|
| Signature: | Wassimon   | 704 V     | ia " | mirada | ťVE                    |
| Newsya     | 1          | Date: - J |      | _      | _,                     |
| Karman     | 1)asserman | >/        | 061  | 13     |                        |
|            |            |           | - 7  |        |                        |

**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 emoil to <u>harbisonjohn@qmail.com</u> or <u>citycouncil@pvestates.org</u>, drop off at the Harbison's house at 916 Via Ponoramo, or deliver to PVE City Hall before 5pm on March 7th. Only those signed capies 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 12<sup>th</sup>.

49 at 67

р3

#7.

#### 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 ٠. 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 Parkianos to a private individual far below fair market value, could possibly open all contributing government and private parties to JRS scrutiny tor collasion to avoid taxes.

| Signature:<br>Dydlee Cohen | Address: 27116 Pasco del Mar                          |
|----------------------------|-------------------------------------------------------|
| Name:                      | Pates Viedes Estates, CA 90274<br>Date: March 6, 2013 |
| Sidle Cher                 | ,                                                     |

| Name: Date: | <br> |
|-------------|------|

Please sign and return before 5pm on March 7th by one of the following methods: by fax to John Harbiser. at (330) 349-3381, by email to <u>harbisonjohn@u</u>muil.com ar citycouncil@<u>pvestates</u>.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  $12^{ib}$ .

50 of 67

John Harbison <\_\_

 $\langle g \rangle$ 

Vendelle 2015 APT PAR

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 torwarded message:

From: Subject: Convenents Date: Learch 8, 1010 502607 PMUST To: The Name Former Enter Asterness Enter Asterness Contrained Asterness Asterness Asterness of Palos Verces Estates / was disappointed to learn of the chouse to reproduced enter or enter as a resident of Palos Verces Estates / was disappointed to learn of the chouse to reproduced enter or enter as a resident of Palos Verces Estates / was disappointed to learn of the chouse to reproduced enter or enter as a resident of Palos Verces Estates / was disappointed to learn of the chouse to reproduced enter or enter and the enterprise of the second contract of the produced enter one country indicate considered by the Presed the setticie in the PV News, my first response was for mething to care by the first of the contract of the termination of the setticie in the PV News, my first response was for mething to care by the first of the termination of the setticie in the PV News, my first response was for mething to care by the first of the termination of the termination of the setticies in the PV News, my first response was for mething to care by the first of the termination of termination of the termination of the termination of termination of the termination of the termination of 
Permission CPus.9, True

510467

John Harbisori < ē, ". "Ms. Renata Harbison" < 0 Fwd: Parklano

1 Attachment, 1 4 MB

#### Sent from my iPad.

#### Begin forwarded message:

|                                               | Secar Ses (Floren)<br>Refer Manna (Flore) (S2024 RM ES<br>Rola<br>Regeo: Reckladi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ;                                             | Service Service<br>We suppose the service annual the City Council Meeting<br>Internation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| :                                             | Unde & Gene Detson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| :                                             | Statement by PVE Residents about the 900 Via Panorama Application 2C-2/M-902-13<br>Submission for PVE City Council Meeting 3-12-13                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ·                                             | <ul> <li>The Dwner has derived benefit from these illegal encroachments for over 30 years; tacso henefits were derived without receiving any permits or baying any taxes for use of this land. We believe such behavior should not be rewarded.</li> <li>The amount paid (\$500,000) for Parcel A is significantly below market for 0.7 acres, with no solicitation [to our knuwledge] made to other partles. As such, the City and PVHA both benefitted from the transaction, but failed to act is a fiduciary manner with regard to maintaining surfaced for public use in its stewardship roles.</li> </ul> |
| A DESCRIPTION OF A DESCRIPTION                | <ul> <li>This transaction violates the finding of the Court in 2015 that PVPUSD cannot sell property<br/>designated as open space to provate owners. PVHA defended that principle in the lawsuit,<br/>and settlement of the appeals process with PVPUSD was part of the Resolution that was<br/>approved on 7/24/12. However that principle seems to have been violated in this aspect<br/>of the Resolution approving the MOO. Why?</li> </ul>                                                                                                                                                                |
| ···· · · ·                                    | Finally, the complex moves grade to eventually effect what we believe was as illegal<br>transaction i.e., transfor of deed restricted Parklands to a private individual far below fair<br>market value, could possibly open all contributing government and private parties to IRS<br>stagling for collusion to avoid taxes.                                                                                                                                                                                                                                                                                   |
|                                               | Signatures<br>Name:<br>Name:<br>Apleigh E Date: 3/6/2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                               | Senature: Aldress: Address: M2 V.a. Ring and 14E<br>Neinkey, Datson Bate: 3/6/13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| CONTRACTOR AND A CONTRACTOR AND A SUBJECT AND | Please sign and return before Spin on March 7th by one of the following methods: by fax to John<br>Harbition at (310) 349-3081, by email to <u>http://spit/abroxity.com</u> or viewed (at/69)web.4063.000,<br>drop off at the Harbleon's nouse at 516 Via Paratroma, or deliver to PVE City Hail before Som on<br>March 7th. Gray those signed copies received at City Hail before Spin on March 7th will be included<br>in the packets sent to City Councilmembers in advance of the meeting on March 12 <sup>40</sup> .                                                                                      |

52 of 67

- 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: 13 1 27 the | Address: /     |
|------------------------|----------------|
| helenting DA           | 972 Vie Kincin |
| Name:                  | Date:          |
| Hulter, LE Dotson      | 5/6/2013       |
|                        |                |

| Signature?              | Address:<br>912 Via Rinco PVE |
|-------------------------|-------------------------------|
| Namle: Linder La Dotsan | Date: 3/0/13                  |

**Please sign and return before Spm on March 7th** by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to <u>hypological configuration</u> or disconnected protections, 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 12<sup>th</sup>.

530167

00407-2013 11:05 FAX

Statement by PVE Residents about the 500 V/a Pararenta Application, 20-278-642 / 4

The CCERS in force, as well as the "open swace" execution to property that are controllad by the City. Any kind of structure (including a fence of wall) would be in conflict with the footing of open space and the views of the neighbors who look out at the "Queen's Necklace" coastlide view enough Partel A and the adjacent parkiand

If the rational for the re-coming to R-1 is to allow the old and new loss to be considered a single region man's explicitly distribute under the express conditions of the cocordin out rialm distribute, 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 expressive provided for herein. Granzet shall not construct any structure on the Property and the Property and the Property shall be restricted to open space."

Signature 144705 Mirada 920 Via Date: Name: Manh L., Aldrois. Signettenti Dete: Name: UNU

Page 5 /c /

statet, a 20-3 2 dr PM

**ເຊິ**ມປາ

2 Abadoments 1/2 Kit

#7.

54 07 67

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 "Queent's Necklace" coastline view through Parcel A and the adjacent parkiand

If the rational for the re-zoning to R-1 is to allow the old and new lots to be considered a single name, that is explicitly forbidden under the express conditions of the recorded quir claim deed, which state "The Deed shall not cause the Property to be merged with any edjacent 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."

Addross Signature Mirada 112 Date: Name: I. ..... Address. < Date: Name:

1/2 001

#7.

55 0467

John Harbison <⊨ °⊂ Cindy Choate < > ≈ Renata Harbison @

Re: Statement by PVE Residents about the 900 Via Panorama Rezone Application

Cindy,

Thanks for your support. Those 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 < ...... • wrote:

. .

( Attached to this email you will find the requested document (signed by my husband and me. Matk and Cindy Choate, 2453 Via Sonoma residents)

evoressing our opposition to the rezoning application for 900 Via Panorama.

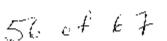
Thenk you,

Cindy Choate

1-20-1915

Warmen, 2015, 52,55 File

#7.



- 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.

| A       |        |                     |
|---------|--------|---------------------|
| S MATOR | Choat  | Address VIA SOND MA |
| MARK    | CHOATE | Date: 3(7(13        |

Choate 2453 Via Sonoma Choate Date: MARCH 7, 2013

Please sign and return before Spm on March 7th by one of the following methods: by fax to John Harbison at (310) 349-3381, by email to I @ or citycouncil@pxestates.org, drap off at the Harbison's house at 516 Via Panarama, or deliver to PVE City Hall before Spm on March 7th. Only those signed capies received at City Hall before Spm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12<sup>th</sup>.

#7.

5707 67

- 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 acros, 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:           |
|------------------|--------------------|
| Manly - Menation | 938 Then & morning |
| Name:            | Date:              |
| Manigue Wirkhild | -MARCA 7, 20.3     |

| 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 <u>()</u> or citycouncil@uvestates.org, drop off at the Harbison's house at 916 Via Panarama, 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 12<sup>th</sup>.

58 of 67

#7.

1 Attacament, 27 Ko

#7.

| Mar.07.2013 | 01:21 PM Witt | e 0103758605 PAGE. | 1/ | 1 |
|-------------|---------------|--------------------|----|---|
|             |               |                    |    |   |

#### Statement by PVE Residents about the 900 Via Panorama Application 7C-2/M-902-) 3 Submission for PVE City Council Meeting 3-12-13

- The Owner has derived banefit from these illegal encreachments for over 30 years; these benefits were derived without receiving any permits or paying any taxes for use of the land, we believe such behavior should not be rewarded.
- The amount paid (\$5.30,000) for Parcal A is ugnificantly below market for 3.7 sons, with no solution (to our knowledge) made to other parties. As such, the City and PVHA both benefitted from the transaction, but failed to act in a flowclary manner with regard to maintain ng parkland for public use in Associardship rules.
- This transaction violates the finding of the Court to 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 2/24/12. However that principle seems to have been violated in the append
  of the Resolution approving the MOU. Why?

Finally, the complex moves made to aventually effect what we believe was an illegal transaction. I.e., transfer of deed sestricted Parklands to a private individual far below fair market value, could possibly open all contributing government and private parties to IRS structing for collision to avoid faxes.

| Signature:<br>Name:<br>Lecal S. Loitte | address:<br>19214 U: Lapezz-<br>Date:<br>3/11/13 |
|----------------------------------------|--------------------------------------------------|
| Name: James Witte                      | Address:<br>15ort Via Lapez<br>Date:<br>3011/13  |

Please sign and return before Spin on Morth 7th by one of the following methods: by fax to John Harbison at (200) 349-3382, by amount to <u>inclusion planthogongul</u> conn ar adversenced <u>Spinestates.org</u>, drap off at the Harbison's house at \$15 Vio Panarama, or deliver to PVE City Hall before spin on March 7th. Only those signed capies received at City Hall before Spin on March 7th will be included in the packets sent to City Goundimembers in pdyance of the meeting on March 12<sup>th</sup>.

Pege 9 of 3

---

. ... .--- .-- ..--

590167

... .. . .. .

#### 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 regord 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 mode 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.

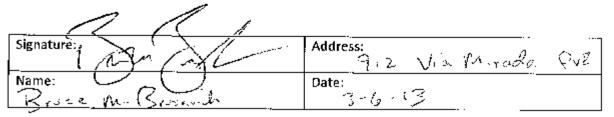
| Signature:             | Address:<br>1504 Via Lapez |
|------------------------|----------------------------|
| Name: B. Witte         | Date: 3(7)(3               |
|                        |                            |
| Signature: Annes Witte | Address:<br>1504 Via Lopez |
| Name: Witte            | 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 , or citycouncil@pvestates.org , drop off at the Harbison's house at 916 Via Panaramo, 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 pockets sent to City Councilmembers in advance of the meeting on March 12<sup>th</sup>.

60 at k7

- 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.



Address: C4 12/1919 Name: Date: 3

**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 Panarama, 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 12<sup>th</sup>.

6/ of 67

Danieł V. Favero

Δατοιοικογείου

-----

trige B. Creenwald Asne K. Sansalone Peri Avistanti #7.

AGNEW BRUSAVICH

SERIOUS INJURY LAWYERS

Gerald E. Agnew, Jr. Bruce M. Brusavich Tobia D. E.lis Stephen C. Rasak

March 6, 2013

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

Re: <u>900 Via Panorama Parkland Rezoning Matter</u> 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 atter the purchase of the property by the Lugliani family. Regardless of who or when the parkland was taken for personal use, the proposal forezone the property sets a dangerous and unacceptable precedent.

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

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

Very fruly yours,\_\_\_

Bruce and Deborah Brusavich

Debouch Burnich

6.20+67

Peggy Tsutsui < 2 To. 5 20m Re: 900 Via Panorama Parkland Rezoning Issue Mayon 7, 2018, 2126 PM

Attechment, 164 KB

#7.

Renata, Here it is. Peggy

On 03/05/13, Renata Harbison< 1@y > wrote:

Dear Friends and Neighbors,

We would like to share our latest update on the 900 Via Panorama Rezoning issue with you.

Ive 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 incicated you have written or plan to write letters. John and Lappreciate 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 Verces 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 fast 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 staffs recommendation.

Encourage your friends to attend - it works.

Weve set up a website at <u>the control of the contro</u>

Our movement is growing, and some prominent residents are organizing to mount and fund a legal challenge to last years 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)

Statement by HVE 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 746 by one of the following methods: by fax to John Harbison at (310) 349-3361, by email to

or the state of the second state of the Harbisons house at 916 Via Panorama, or deliver to PVF City Hail 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 showstorm heading our way!

Bost regards,

John and Renata Harbison

Renata Harbison 916 Via Panorama Palos Verdes Estates, CA 90274

p: **310**.373.23**4**9 f: 310.349.3381

6307 67

- 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 nu 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.

| Signatyre:      | Address: A A A A A A A A A A A A A A A A A A |
|-----------------|----------------------------------------------|
|                 | Address: LOOS VIA MIRABEL                    |
|                 |                                              |
| Name:           | Date: PVCE, CA 90274                         |
| [RED TSUTEUL    | 3-2-13 11 1                                  |
|                 |                                              |
|                 |                                              |
| Signarure:      | Address:                                     |
| the Allost      | 100 x Ma Muabl                               |
|                 | The second second                            |
| Name://///>     | Date: PUE, CA 40274                          |
| Weggy T. Tsatsu | 3-7-73                                       |
| ······          | <u></u>                                      |

Piease sign and return before Spm on March 7th by one of the following methods: by fax to John Harhison of (310) 349-3381, by email to <u>1@</u>. <u>1</u> or <u>citycouncil@pvestates.org</u>, drop off at the Harbison's house at 916 Via Panoroma, or deliver to PVE City Hall before Spm on March 7th. Only those signed copies received at City Hall before Spm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12<sup>th</sup>.

640167

- 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:<br>901 Uin WILARA |
|-------------------|----------------------------|
| Name: Kim GJZZINA | Date: 3. 7. 2013           |

| Signature:        | Address:       |
|-------------------|----------------|
| Maryam Guzzino    | 901 V.A MERADA |
| Name: A           | Date:          |
| Name: MARJAMGULUN | 7-7-223        |

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 <u>pressure of the second depressure of the second depressure of the second depressure of the second depression o</u>

650167



\_\_\_\_\_ ÷ .



.

| x Ųrge | nt 🛛 For Re      | eview 🖸 Pla | ase Comment  | 🗇 Please Reply  | 🗍 Please Rocycle |
|--------|------------------|-------------|--------------|-----------------|------------------|
| Re:    | 900 Via Parriora | una         | 6 <b>C</b> : |                 | ·· ··· ··        |
| Phone  | K                |             | Date:        | 3/7/2013        |                  |
| Fax    | 1-310-349-3381   | · <u> </u>  | Pages:       | 3 plus cover    |                  |
| To:    | John Harbison    |             | Front        | Valerie Gorsuch |                  |

 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 ef k7

- 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 PVPUSB 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 7/24/02. 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. transection 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.

| <u> </u>        |          |           | <u> </u> |   |
|-----------------|----------|-----------|----------|---|
| Signature:      | Address: |           |          | ļ |
| Mu And          | <u>!</u> | W.A. V.A. | h(641A   |   |
| Name: 1         | Date:    | i i .     |          | ĺ |
| WATTER CONSULAT | L        | 317103    |          | : |

| Signature: | Address: |
|------------|----------|
| Name:      | Date:    |

Please sign and return before Spm on March 7th by one of the following methods: by fax to John Harbison of (310) 349-3381, by email to end the sub-state of the set of the s drop off ut 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 hefore 5pm on March 7th will be included in the packets sent to City Councilmembers in advance of the meeting on March 12<sup>th</sup>.

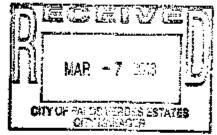
670867

p.4

Page 3 of 3



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 hale 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,

a Barnett

Keph T Barnett

1 of 4

| Brauch :ETQ,User : T007                                                                                                                                                                                                       | - Station ID :WC #7.                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                               |                                                                                                                 |
| COUESTED BY<br>. MANCE & TRUST CO.                                                                                                                                                                                            | 646                                                                                                             |
| AND WHEN BECKENNER HAND, MADE                                                                                                                                                                                                 |                                                                                                                 |
| HDr. 6. Mrs. Lugliani<br>457 Calle Mayor<br>Redando Boach, CA 20277                                                                                                                                                           |                                                                                                                 |
|                                                                                                                                                                                                                               |                                                                                                                 |
| until End Staggundudy yg.                                                                                                                                                                                                     | i de la constante de la constan |
| SAME AS ABOVE                                                                                                                                                                                                                 |                                                                                                                 |
|                                                                                                                                                                                                                               | SPACE ADOVE THIS LINE FOR RECORDER'S USE                                                                        |
|                                                                                                                                                                                                                               |                                                                                                                 |
| Tim Undersigned grantories) declaretes) = 77 77<br>Documentary transfer tax is 8.<br>( A computed on full value of property conveye<br>( ) computed on fell value less value of Bens a<br>( ) Unneorporated area: ( ) City of | d. or                                                                                                           |
| FUR A VALUABLE CONSIDERATION, meip                                                                                                                                                                                            | al which is hereby schnowfolged,                                                                                |
| ALEMANDER HAAGEN and CHARLOTT                                                                                                                                                                                                 | F HAAGEN, husband and wife, as joint tenants.                                                                   |
| Sereby GRANT(S) 10 ROBERT LUCLIAN<br>as joint tenants,                                                                                                                                                                        | I and DOLORES A. LUGLIANI, husband and wife,                                                                    |
| the following described real property in the C1<br>County of LOS angeles                                                                                                                                                      | ty of Falos Verdes,<br>,Siate of California:                                                                    |
| AS MORE PARTICULARLY DESCRIBE<br>MADE A PART HEREOF MARKED EXH                                                                                                                                                                | D ON THE DESCRIPTION ATTACHED HERBTO AND<br>IBIT "A".                                                           |
| DavidSoptember 19, 1975                                                                                                                                                                                                       | allunter Haage                                                                                                  |
| STATE OF CALLFORMES                                                                                                                                                                                                           | tte Hoagoo, ]                                                                                                   |
| to be the privates above manys are appended<br>in-the private and a considering of that the they server<br>WINFACTOR proclamatic definition of<br>MINFACTOR FOR A CONSTRUCT CONSTRUCT                                         | and the same                                                                                                    |
| - L                                                                                                                                                                                                                           | ATTAC A LANGUE OF DESCRIPTION AND A                                                                             |
| 1010 00to No. 787 3640 - 31 80                                                                                                                                                                                                |                                                                                                                 |
|                                                                                                                                                                                                                               | TEMENTS AS DIRECTED ABOVE                                                                                       |
| ı                                                                                                                                                                                                                             |                                                                                                                 |
| LOS ANGELES, CA Document:D 1975.1010.646                                                                                                                                                                                      | Page:1 of 3                                                                                                     |
| Frinted ou:2/i9/2013 1:31 PM                                                                                                                                                                                                  | 2 0 4 4                                                                                                         |

.

.

.

# 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 Fages 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 may recorded in Book 125 Pages 85 to 87 inclusive of Maps, in the office of the County Recorder of said County, described as follows:

BEGIGNING 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 51° 00' 00" East along the northwesterly line thereof, 175 feet to the most northerly corner thereof; thence due west 130 feet; thence South 59° 00' 00" West 50.5 feet; thence South 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 65 feet; thence easterly along said curve, a distance of 21 feet to the point of beginning.

Printed on:2/19/2013 1:31 PM

Page:3 of 3

3014

.. ..

RECORDING REQUESTED AV 342Г Nr. and MrW, Alexander Hangar 500 Via Parorana Palos Verden Estacos, Coligoraia ,, Ì SPACE APOYS THIS LINE FOR RECORDEN'S USE when which have a large and the  $\Sigma^{-1}$ ----DOCTORINGTARY TRANSFER TYX-0,558,95 4.---Above sidesas 2.1 i. . Л NAT 11.1.1. 1.1.18. 95 Grant Deed Rec THE FORM FURNISHED BY TIFLE INVERTICE AND STUDY GRAPHEN NOR A PADDABLE CONSIDERATION, section of which is incredy asknowledged, MARNISON A. STORMS, JR. and PHYILIS STORMS, husband and wife Analy GSANT(S) is ALEXANDES, RAAGEN ROG CHARLETTE HEAGEN. Lumbord and will an joint tenents the following described real property to the Ofey of Palos Vordon Rovanes Los Angeles County at the Angeles . State of Visitionals: Parcel 1: Note 10 and 13 in Black 1919 of Tract No. 8652 at pat map recorded in Book 195. Vegas 85 to 87 inclusive of Wapp. in the Office of the county recorder County of \_\_\_\_ of said councy. Parcel 2: That portion of Yel "A" of Tract No. 8652 no per map seconder in Bock 123, Parcel 5: to 87 instantive of Maps, in the office of the county recorder of sele pounty, described as follows: Pointy, nearrange as pointer: Reginging at the mest wescarly conner of said lot 11 in Block 1733: thence North 17 00' (W'' Kast along the wescarly line charged, 75 fast; thence North 51° 00' (W'' East along the morch-seterly line thereof, 275 fort to the most hertherly conner thereof; thence due West 130 fast; thence South 59° D0' 00" West 50.3 feet; thence South 2' Of '45" West 133.12 fast; more or less, on a point in the southerly line or said Lot "A", being a point to a curve concerve to the west and having a tables of 15 feet; thence westerly slugg sold curve, a distance of 21 last to the point of bechave. beginning. Bateri Morch 28, 1969 STORES ทย่านไป Phyllin Storas ANT THE PART OF AT CRAME TO BE wines point # #\$\$ subscribed to the wheels is the the process of WILHELMINA REMBERT HING AND A CALLER a theat and are nowledged tion . They constrained they assign. veness aver a sure a . Kaland My Commonion Exposes August 5, 1971 Service (Style of the Original I والربيا ويتقابر فتحافد عروجينا وتكرك 18- Order 25a. 788074 E-converse for Loan No. 250-277 MAIL TAX STATEMENTS AS CHIECTED ABOVE

## LOS ANGELES, CA. Document:D 1969.902.347

Printed on:2/19/2013 1:31 PM

f

Page:1 of 1

4014-

## 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:

 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.

 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:

- 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.
- 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.
- 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 annual 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.
- 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.

<u>Section 5</u>. 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.

<u>Section 7</u>. 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.

| 49        | LOS VERDE       | ÷.   |
|-----------|-----------------|------|
| \$        | d and the       | S.S. |
| 611b      |                 | T ES |
| <u>BT</u> |                 |      |
|           | RCOMPANIES 1931 | 8    |

CALIFORNIA

## 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<br>LOCATED IN THE PARKWAY ADJACENT TO 453 VIA<br>ALMAR |
| APPLICANT: | BRIAN AND DOMINIQUE PHEIFFER<br>452 VIA ALMAR<br>PALOS VERDES ESTATES, CA 90274                      |
| DATE:      | MARCH 12, 2013                                                                                       |

#### <u>Historv</u>

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 Aromitas 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 Paim, one Brazilian Pepper tree, one Aleppo Pine tree, one Cow Itch tree and one Cocculus 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 free'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 highpotential 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.

| Name                   | Carob (Ceratonia siliqua)                   |
|------------------------|---------------------------------------------|
| Native to              | Eastern Mediterranean Region                |
| Ilabit                 | 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        | Medjum                                      |
| Litter issue           | i Dry Fruit                                 |
| Root damage potential  | ligh                                        |
| Health hazard          | i None known                                |
| Current estimated size | 32-feet tall by 25-feet wide                |
| Current condition      | Healthy and recently trimmed for safety     |

#### Tree Characteristics

#### 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





Membership Services Jobs Ciris Real Fetate Subscribe Rentals Weekly Cloudsus Coston Poblishing Place 3d

# Los Angeles Times

LODGE U.S. WORLD BUSINESS SPORTS ENTERSAINMENT DEALTH DEVICE TRAVEL OPINION DEALS

Search

ROUARBIERRE CATALON - On however

Advertisement

San Gabriel Valley Diges-

#### Pasadena : Carob Trees to Be Removed January 27, 1991

City crews will remove 25 old, hezardous carob trees that have pushed up the sidewalks and street along. Clear Avenue between Hammond Street and the northern city limits.

The trees will be replaced with 2-foot-fall frees. An additional 27 new trees will also be planted along the street.

Last week, City Directors approved spending \$23,000 to remove the earob trees and plant the 52 new meas after the city's Design Consumssion recommended reducing the number of curob cross to be removed from the In 25.

FROM THE ARCHIVES

Constmas Trees Will Be Picked Up for Free Describer 50, 2005

Sim Jipan Сарканар Дугй 6. роски VEATORED



Are caspberry ketories a 'miracle' fat barner? Dr. Ovweigns in.



Red meat: What makes it unhealthy?



Tax help comes with health insurance advice

MORE:

How to End your lost or stolen iPhone 5

Louis C.K feels a little sorry for the love life of 'Louie'

Ess Angeles Cinuts Copyright Long Los Angeles Times

Index by Reysound | Index by Date - Privacy Policy 1 Terms of Service

#### The LookOut*news*

Search Archive

Weather Columns

The City <u>Commer</u>

Commerce Links

About Us Contact

Page 1 of 2

### **City Prepares to Remove Carob Trees**

Special Reports

By Jorge Casuso

*November* 24 – The City of Santa Monica will begin removing 44 failing earob trees, many of them in the upscale North of Montana neighborhood, pending the go-ahead from the City Chuncil 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 stated 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 mees were considered to be in good health or condition." Joan Akins, acting circelor 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 herter 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 frees 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 earob 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 limbfailures, she said.

"The tree failures have occurred during all types of weather and range from limb tototal tree failure," Akins wrate 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 or

"The tree failures bave occurred during all types of weather and range from link to total tree failure." Joan Akins relocation of 30 of the 157 ficus frees 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.



📸 COCKOST - Copyright 1999-2008 sut Bantanionica.com, All Rights Resorved - 🗸 🦧 🗛 🗤



Previous Light Show
 Next; Tricky Math for Downtown's Park Fifth



MEMORANDUM

| CALIFORNIS |
|------------|
|------------|

| Agenda Item # | : <u> </u> |
|---------------|------------|
| Meeting Date: | 2-11-13    |

4

#### TO: MEMBERS OF THE PARKLANDS COMMITTEE

#### FROM: CARL MORITZ, CITY FORESTER

SUBJECT: PC-355-12; APPL4CATION TO REMOVE 1 CAROB TREE LOCATED IN THE PARKWAY ADJACENT TO 453 VIA ALMAR

APPLICANT: BRIAN AND DOMINIQUE PITER 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 Aromitas side of the property.

#### **Tree Characteristics**

| Name                   | Carob (Ceratonia siliqua)                   |
|------------------------|---------------------------------------------|
| 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-licet wide               |
| Current condition      | Realthy and recently trimmed for safety     |

#### <u>esvitemietla slablikva</u>

I. Approve PC-355-13 Approve the removal of 1 Carob bree located in the parloway adjacent to 455 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.

#### <u>Recommendation</u>

This is a marter of Committee discretion.

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 Łower 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

#### Vickie Kroneberger

 From:
 Dominique Pheiffer [c
 ]

 Sent:
 Wednesday, February 20, 2013 12:16 PM

 CityCouncil
 CityCouncil

 Subject:
 request to postpone Parkland item PC-355-13 on City Council Meeting

Vicki-

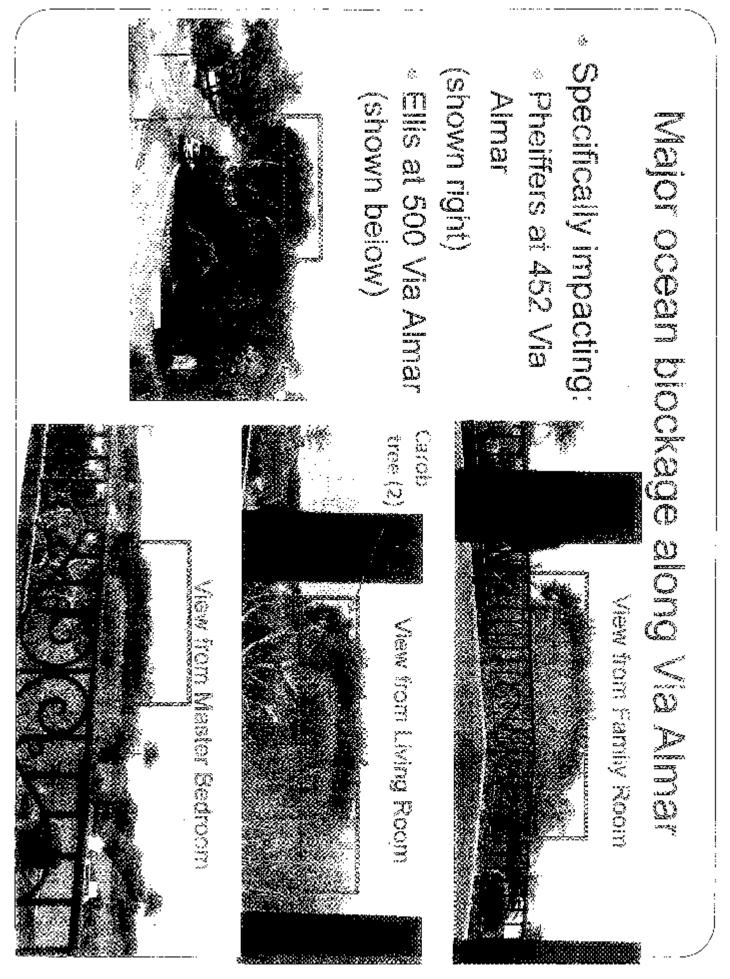
Thank you for taking the time to speak with me today. As I had mention Brian and I would like to appeal the Parklands Committee's decision on item # PC-355-13 from the Parklands Meeting February 12, 2013 at the City Council Meeting on Tuesday, February 26 @ 7:30PM. Unfortunately, I have just realized that we have a conflict on Tuesday 26 @ 7:30PM, our 4<sup>th</sup> grade daughter who attends Montemalaga Elementary is performing at the Norris Theatre, "America, My Home" with the rest of the Montemalaga chorus. (she actually has a speaking part). This program is funded by the school district and PEF each elementary school in the district is assigned a single evening for their performance. The concert is the culmination of several months of hard work. Please let me know if you need me to bring our tickets or the schools, for culmination of several months of hard work. Please let me know if you need me to bring our tickets or the schools, "Important, details agenda" for the choral performance.

Thank you so much in advance for any help or information you can give us so that we may participate in both activities.

Dominique Pheitfier

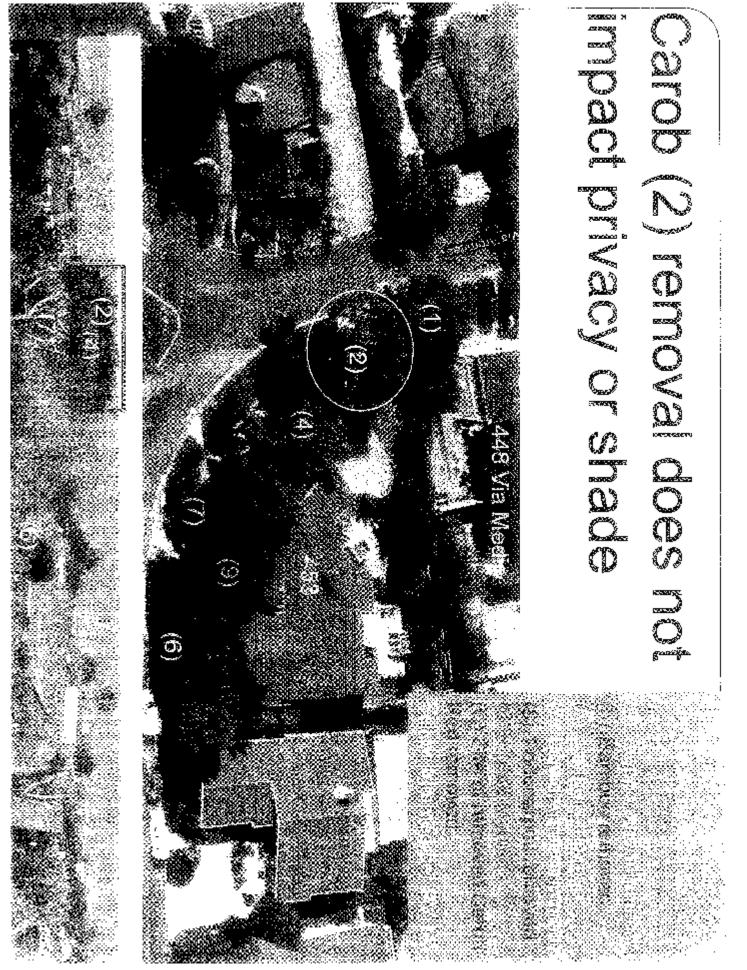
| de la serie de la serie<br>Sector de la serie | 42 <sup>10</sup> 1 |
|-----------------------------------------------|--------------------|
| · · ·                                         | - :                |
| LES \$ 6 50.3                                 | х                  |
| 철학은 종소는                                       |                    |

Private trees at 453 Via Almar were decided by arbitration to between the trees trimmed or removed by arbitration 2/6/13) Vajor view blockage along Via Almar The city carob tree meet the same view blockage (in be blocking our ocean view Carob tree (2) -Carob tree (2)  $\phi_{i}$ \*





**#8**.







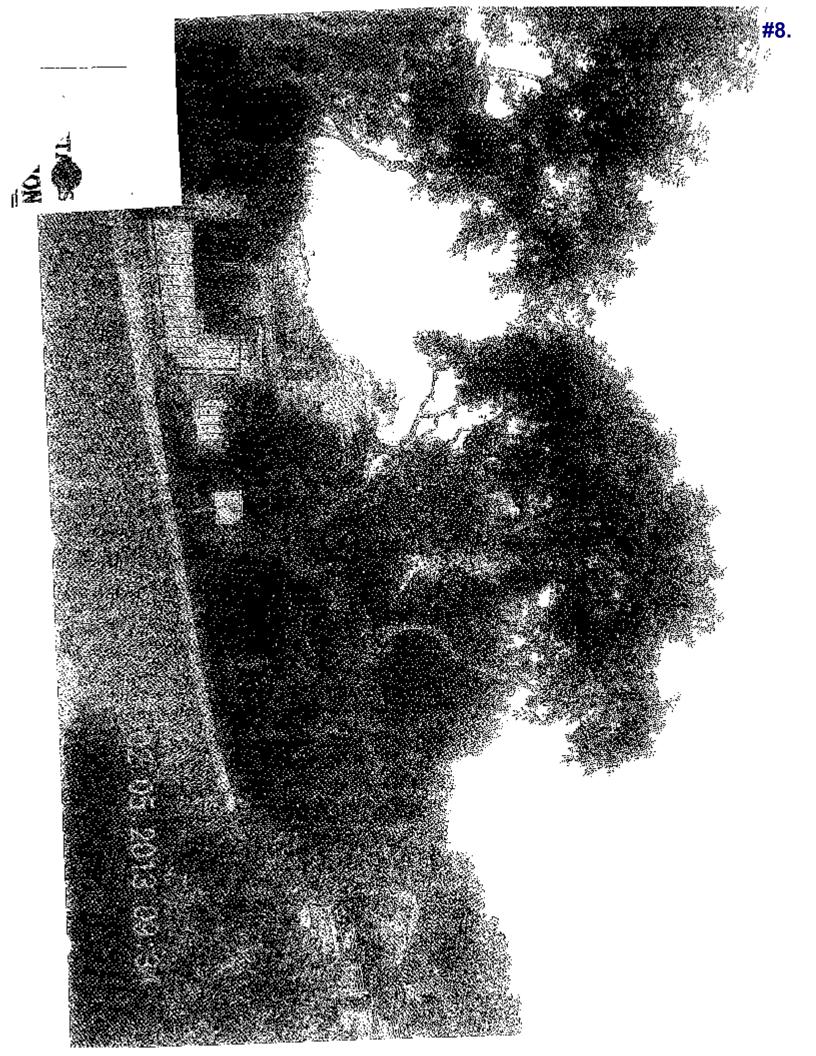
Citygis

Copyright © 2006 All Flights Henry vsd. The information contained herein is the property property of the contributor scopilied under reciped and may not be approved except as licensed by Digite? Step Products

No.

Page 1 - 414 **#8.** 





### CILL OF PALOS VERDES ESTA

### PARKLANDS COMMITTEE APPLICATION

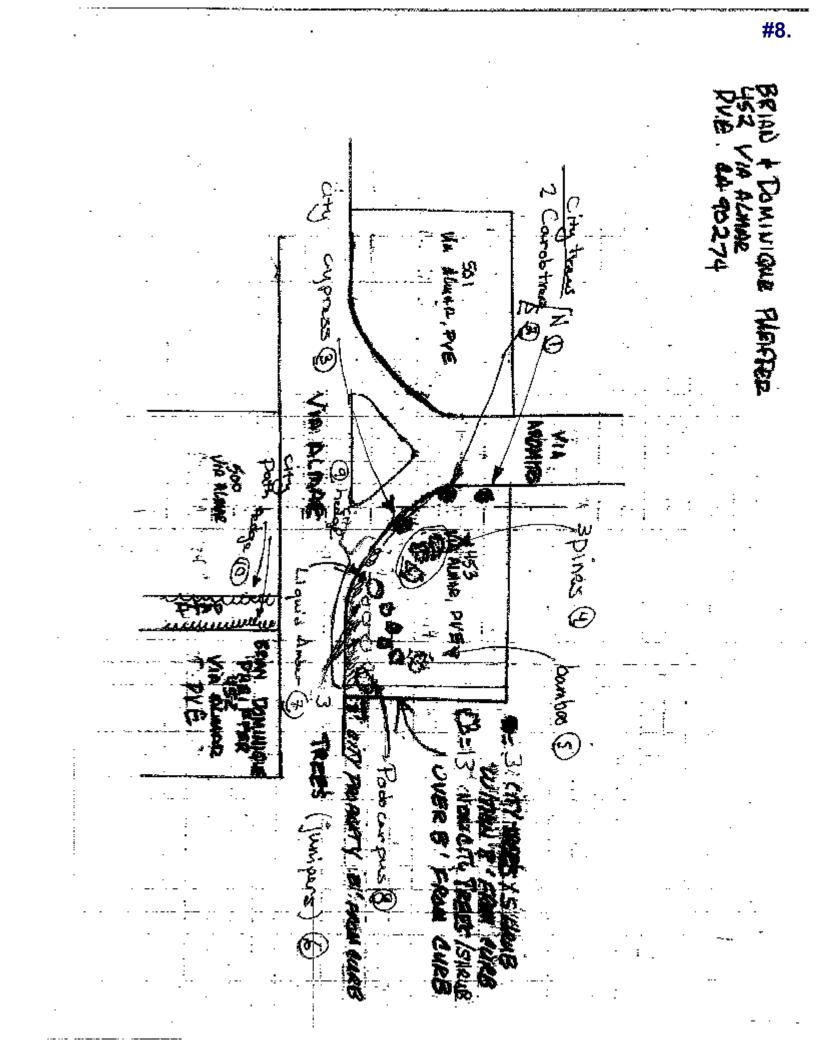
| HE3 Vie Alman                                                        |
|----------------------------------------------------------------------|
| Proposed project. Remare ald city Careb trace 3 on map 3             |
| TSM . 253731349 COATENAWSNA lism-3 sassilgaA                         |
| Applicant Mailing Address 45 2 Vic. A) mar                           |
| Applicant Phone # 210 348 748 Applicant Fart 210 348 015 # snong the |
| Applicant Contact Name BRIAN & Dominique Phailiper                   |
| Address of project 453 V. A. Marin                                   |
| Parklands Committee Application# PC- 3 2 2 2 2 2 2                   |
| Date Received: 1/22/2 Receiput 153/47 Rec \$ 1/22                    |
|                                                                      |

#### Einemeninde Kequitemenis

- .m.of acids application form. 1
- Letter explaining reason for application.
- Plans/pictures, if needed to determine the applicable tree(s).
- 5. One applicative outset person only, is allowed per application.

#### Submittal Recommendations

- . (01) not as the set of bluode sets to remember of  $\Gamma$  (10).
- ك. الله فعهدا بله بتحويدتها أنابعة دعمامة أن فع دادعداي وعلما أنه أنه أنه تحوه المعاطفة الله عواياتهمة أنساء عل
- 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 leared by the Committee.



E1/77/1 coned

Attention: Parkland Committee, City of Palos Verdes Estates

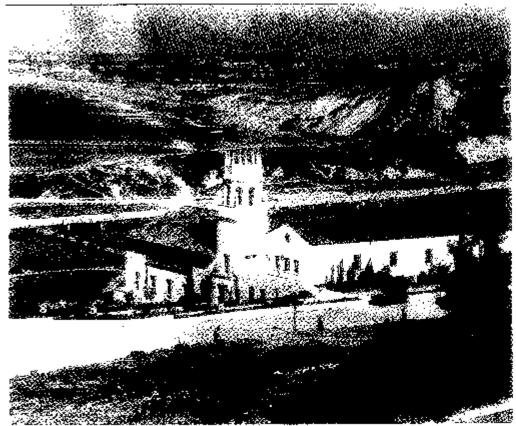
We request the permission to remove one city Carob tree along Via Aromitas on the property of 453 Via Almar, shown as (2) on the attached map.

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.



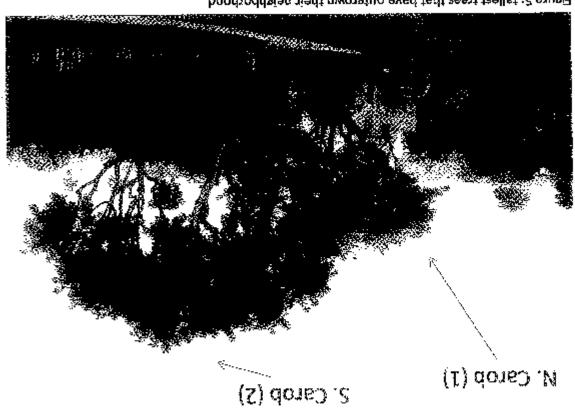
Also, this Carob tree is not original to the "paim tree" landscape of the Palos Verdes Malaga Cove as shown by the historical "Palos Verdes Story" by Delane Morgan in figures 2 and 3.

.



Alsone: A beautiful location and building for a country school.

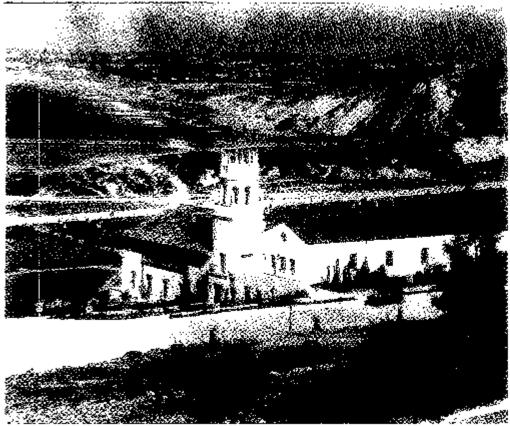
Figure 2: no Carob trees along Via Almar (page 39 of "Palos Verdes Story")



Rgure 5: tallest trees that have outgrown their neighborhood

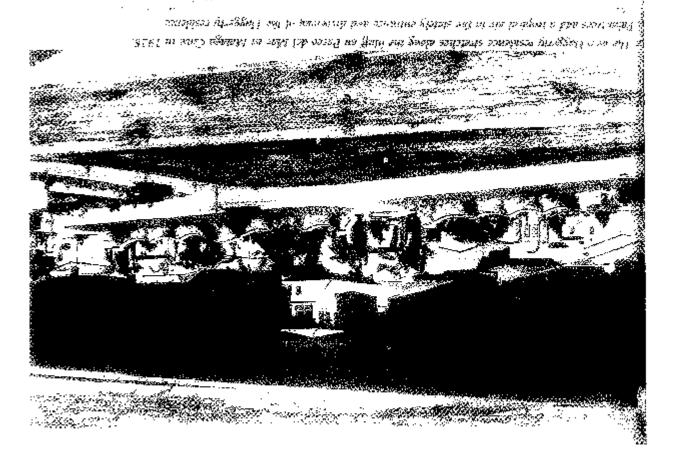
,γlehendiz

878-878 Shering Pheifier RSVS-878-878 RSVS-878-878 Buenavista@pheififot.net



Above: A beautiful location and building for a country school.

Figure 2: no Carob trees along Via Almar (page 39 of "Palos Verdes Story")



("yrot2 sebteV soleq" to 88 egeq) terrifa siV bits settimorial siV gools seets misq yino :£ erugiA

The non-instive 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 Aromitas in 2006. In addition, these trees are a liability to our city as already recognized by the city of Giendale which removed 2000 of these types of trees because "Carob trees make up about 5% of the city's 37,000 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"

2008/11: 24: 08: City Propares: to Remove Carob Trees.htm http://www.sizuoloadedHies/Portals/UrbanForest/Removal/CarobAssessment.gdf) and Pasadona (http://articles.iatimes.com/1901.01.27/pows/ka316.11 urees-removed.camb)

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.

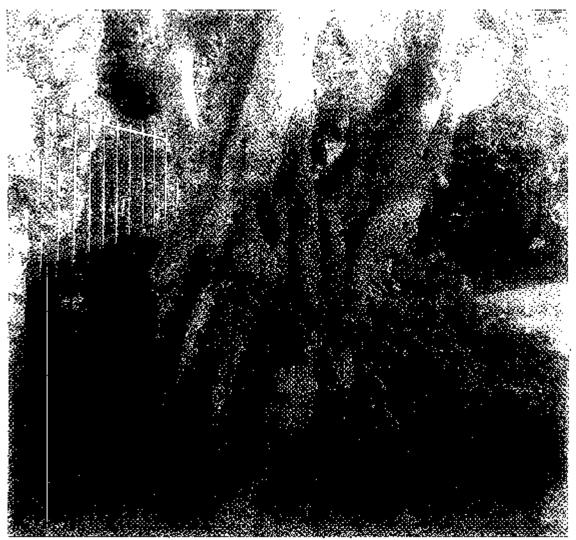


Figure 4: North Carob tree (1) is diseased and rotten in the base

As shown in Figure 5, Carob tree (2) is a major view issue along Via Aromitas and Via Almar being the widest and tallest object not compatible with the neighborhood's *buene vistos* of the ocean.

#8.

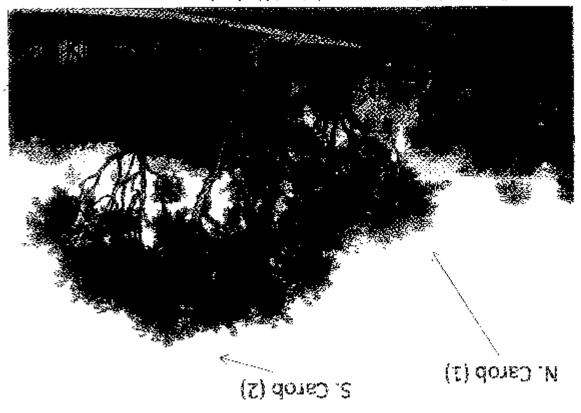


figure 5: tailest treet that have outgrown their realist :2 brugh

Aleneonic Sincerely.

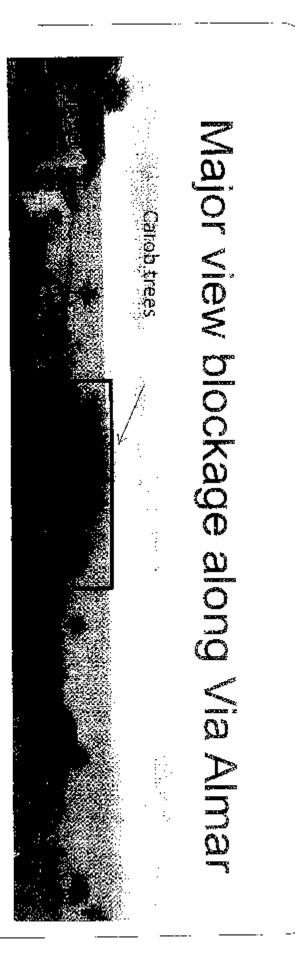
Brian and Dominique Pheiffer 452 Via Almar 310-378-5788 bu<u>enavista@uluel</u>ffer.net

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.

#8.

|            | Request to remove S. Carob tree (2) at 453 Via Almar | <ul> <li>Major view blockage along Via Almar</li> <li>Largest object along Via Aromitas (shown below)</li> <li>Not compatible with the neighborhood</li> </ul> | <ul> <li>Carob trees are liability to the city</li> <li>N Carob (1) S Carob (2)</li> </ul> |  |
|------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--|
| <br> <br>\ |                                                      |                                                                                                                                                                |                                                                                            |  |

|--|



- Specifically impacting:
- Pheiffers at 452 Via Almar (shown above)
- Ellis at 500 Via Almar
- Robbins at 508 Via Almar



- 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





## **CORRESPONDENCE RECEIVED**

# AFTER PARKLANDS COMMITTEE MEETING

## OF FEBRUARY 11, 2013

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

L (Betsy Treynor) was one of seven who spoke against the application of Brian and Dominque Pheiffer to remove one Carob tree at 453 Via Almar (at the Schaueckers). One additional voice supported the Pheiffer's)

On February 12, I read to the Parklands Ctte: "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, <u>representative of Lower Malaga Cove homeowners</u>. They are Francesca Scudiero, 500 Via Media; Pat and Chris Vancura, 509 Paseo del Mar;

.

Donna Schauecker, 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 Pfelffer, 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 <u>any</u> 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 character and character and character and character 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 nest 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

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 <u>Vanessa</u> <u>Widener</u> 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 Schauecker**, 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

....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 McRell**, 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 fandscaping 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."

### 10a

# MOTION NO. 1

## March 1, 2013

| It was moved by<br>and seconded by<br>that the domands | as approved by a majority of the City Council, totaling | \$ 2           | 52,816.31                    | be |
|--------------------------------------------------------|---------------------------------------------------------|----------------|------------------------------|----|
| allowed; The am                                        | ounts expended by fund are as follows:                  |                |                              |    |
| (01)<br>(02)<br>(05)                                   | GENERAL FUND<br>GAS TAX FUND<br>COPS SLESF              | \$<br>\$<br>\$ | 244,710.:<br>7,710.<br>395.4 | 16 |

## TOTAL.

## \$ 252,816.31

## THIS MOTION WAS CARRIED BY THE FOLLOWING VOTES:

AYES:

NOES:

## ABSENT:

ABSTAIN:

**#10**.

SUNGARO PENTANATION DATE: 02/25/2013 TINE: 15:42:45

| 050/     | ANIZATION CH | ERDBS BSTA<br>Brob Somma<br>4 ISE Br M | RY BY | RDC |
|----------|--------------|----------------------------------------|-------|-----|
| 30872    |              | AMOU                                   | КT    |     |
| 01       |              | 162,859.                               | 92    |     |
| 92       |              | 5,415,                                 | 69    |     |
| Q6       |              | 367.                                   | 50    |     |
| TOTAL 23 | EPORT        | 188.645.                               | 10    |     |

EAGE NUMBER: 1 MODULE NUM: PAYOREG CEBCK DATE 03/01/2013

•

SUNGARD RENTAKARIOB EATE: 02/26/2013 MINZ: 15:63:65

|          | EALOS VIRDES BETATIS<br>MENESIT SUDMARY BY FUED<br>FAY RUM 314 151 DR MAR 13 |
|----------|------------------------------------------------------------------------------|
| 70ND     | FENSEL SWORL                                                                 |
| 0        | A0.850.61                                                                    |
| 02       | 2,292.48                                                                     |
| C5       | 28.12                                                                        |
| TOTAL RE | FCRT 64.171.21                                                               |

FAGE XUMBER: 1 NODILE NUX: PAYCHK53 CHECK DATE (3/01/2013

## MOTION NO. 2

٠.,

### 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 <b>,992</b> ,59 |
|--------------------------|-----------|--------------------|
| (07) CORRECTIONS FUND    | \$        | 181.48             |
| (30) CAPITAL IMPROVEMENT | \$        | 6,248.38           |
| (62) SEWER FUND          | <u>\$</u> | 53,171.76          |
|                          |           |                    |
| TOTAL                    | \$        | 111,594.21         |

## TUIS MOTION WAS CARRIED BY THE FOLLOWING VOTES:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUMPERED FENTEMATION DATE: 03/01/2013 TIME: 10:02:25

.

.

| PALOS VERDES     | ISTATES     |
|------------------|-------------|
| CHECK RECIETER - | FORD TOTALS |

FACE NUCCER: 1 VENCENCE ACCOUNTING PERIOD: 3/13

| FUND    | FOND FITLE   | ANCONT   |
|---------|--------------|----------|
| 31      | GENERAL FOND | 2,015.43 |
| 107AL 3 | TFORT        | 2,015,48 |

.

SUBGLARD PENTAWATION DATE: 05/08/2013 LAME: 12/05:34

.

### PALOS VERDES ESTATES CHECK REGISTER - FUND EVERIS

# FUND FUND FUND FUND MNOCOT 01 GENERAL FOND 43,977.11 07 53.78 00 COMER/CTIDAS FORD 53.78 53.78 00 CAPITAL IMERCIMENT \$,546.38 62 SEMER FOND 53.171.75 00.40.78.7960 10.9.578.75 10.9.578.75 10.9.578.75

EAGE NUNBER: 1 VENCHARI ACCONNING PERIOD: 9/13

Start Date: 2/27/13 End Date: 3/12/13

I

# CHECK REGISTER

|            |                  |                                   | _                                       | Invoice Number | Transaction Description           | Transaction Amount Void |
|------------|------------------|-----------------------------------|-----------------------------------------|----------------|-----------------------------------|-------------------------|
| Check Date | Number<br>523115 | Vendor Name<br>RESERVE ACCOUNT    | Unit Account                            | 130007         | RECHG DOSTAGE METER               | 1500 00                 |
|            | 01-040           |                                   | 0.0000000000000000000000000000000000000 | 100661         |                                   |                         |
|            |                  |                                   |                                         |                |                                   | -                       |
| 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 MOLINTAIN SPRING WATER  | 2014000 65000                           | 1578587000A5   | 3R00783873H 01/13_02/19 DELIVERIE | 201 E1                  |

| н | Э      |
|---|--------|
| Ш | ~      |
| Ш | 5      |
| Ш | õ      |
| Ш | õ      |
| Ш | 0.0    |
| Ш |        |
| Ш | Ð      |
| Ш | t      |
| Ш | (0     |
| Ш | $\cap$ |
| Ш | _      |

Start Date: 2/27/13 End Date: 3/12/13

# CHECK REGISTER

|              |                                            | t               | Invoice Number | Transaction Description | Transaction Amount Void |
|--------------|--------------------------------------------|-----------------|----------------|-------------------------|-------------------------|
|              |                                            |                 |                |                         | _                       |
| 03/12/13 523 | 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                  |
| 03/12/13 523 | 523156 BEN MEADOWS                         | 016000 64440    | 1019360929     | TREE MEASURE EQUIPT     | 763.27                  |
|              |                                            |                 |                |                         |                         |
| 03/12/13 523 | 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                   |
| 03/12/13 523 | 523158 CALIFORNIA PAVING & GRADING CO, INC | NC 307500 81300 | 28110          | LA COSTA PLACE          | 4885.00                 |
|              |                                            |                 |                |                         |                         |
| 03/12/13 523 | 523159 ROXANNA CASTRO-FUENTES              | 074000 64650    | 130226B        | 02/20 STC FOOD SAFETY   | 20.84                   |
|              |                                            |                 |                |                         |                         |
| 03/12/13 523 | 523160 SEAN CRISFIELD                      | 014000 62290    | 130306         | POSTAGE MDC UNIT        | 61.30                   |
|              |                                            |                 |                |                         |                         |
| 03/12/13 523 | 523161 LARRY DOLL'S POOL SERVICE           | 307500 80875    | 130226E        | 02/13 SERVICES          | 65.00                   |
|              |                                            |                 |                |                         |                         |
| 03/19/13 503 |                                            | 011000 61120    | 120207         | PD TEAM RUIL DER DINNE  | 116.00                  |

Start Date: 2/27/13 End Date: 3/12/13

I

# CHECK REGISTER

| Check Date | Check<br>Number | Vendor Name                     | Budget<br>Unit Account | Invoice Number | Transaction Description | Transaction Amount Void |
|------------|-----------------|---------------------------------|------------------------|----------------|-------------------------|-------------------------|
| 03/12/13   | 523163          |                                 | 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                   |
|            |                 |                                 |                        |                |                         | 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          | LOIUSE 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

I

# CHECK REGISTER

|            |        |                                   | -            | I         | Invoice Number | Transaction Description | Transaction Amount | Void |
|------------|--------|-----------------------------------|--------------|-----------|----------------|-------------------------|--------------------|------|
| Uneck Date |        |                                   | Unit Acco    | lur       |                |                         |                    |      |
| 03/12/13   | 523170 | 523170 HOME DEPOT CREDIT SERVICES | 307500 80047 |           | 8050931        | INSTAL SPEED MONITORS   | 33.25              |      |
|            |        |                                   |              |           |                |                         | 51.67              |      |
| 03/12/13   | 523171 | JB ELECTRIC                       | 016000 64415 | 15 3427   | 7              | VIA FERNAN/VISALIA PK   | 198.18             |      |
|            |        |                                   | 307500 80047 | 17 3428   | 8              | 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 | 47 275033 |                | INSTAL SPEED MONITORS   | 752.87             |      |
|            |        |                                   |              |           |                |                         |                    |      |
| 03/12/13   | 523174 | LEAGUE OF CALIFORNIA CITIES       | 013160 61130 | 30 2340   | 0              | 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 | 10 36415  | 15             | BLOOD ALCOHOL DRAW      | 35.00              |      |
|            |        |                                   |              |           |                |                         |                    |      |
| 03/12/13   | 523177 | LLOYD'S WELDING, INC              | 307500 80047 |           | 673916         | INSTL SPEED MONITORS    | 22:00              |      |
|            |        |                                   |              |           |                |                         |                    |      |
| 03/12/13   | 523178 | LUNADA HARDWARE                   | 013080 63325 | -         | 130224         | 02/21-02/24 BUILD SUP   | 23:08              |      |
|            |        |                                   | 016000 64415 | 1         | 30221C         | 02/12-02/21 IRRG SUP    | 31.57              |      |
|            |        |                                   |              |           |                |                         | 84 65              |      |

Start Date: 2/27/13 End Date: 3/12/13

I

CHECK REGISTER

|            | Check  |                                 |              | _       | Invoice Number | Transaction Description | Transaction Amount Void |
|------------|--------|---------------------------------|--------------|---------|----------------|-------------------------|-------------------------|
| Check Date |        | r Vendor Name                   | Unit Ac      | Account |                |                         |                         |
| 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 | 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

# CHECK REGISTER

Date: 3/8/13

|            | Check  |                               | Budget       | Invoice Number | Transaction Description | Transaction Amount Void |
|------------|--------|-------------------------------|--------------|----------------|-------------------------|-------------------------|
| Check Date |        | Vendor Name                   | Unit Account | nt             |                         |                         |
| 03/12/13   | 523187 | PITNEY BOWES INC              | 013160 62290 | 670337         | INK CARTRIGE/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 | I OS ANGELES SLIPERIOR COLIRT |              | 1 20201        | UD/10 COLIDE EIVIE DIVU | 2060 00                 |

Start Date: 2/27/13 End Date: 3/12/13

# CHECK REGISTER

|            | Check  |                             | Budget       | Invoice Number | Transaction Description      | Transaction Amount Void |
|------------|--------|-----------------------------|--------------|----------------|------------------------------|-------------------------|
| Check Date | _      | Vendor Name                 | Unit Account |                |                              |                         |
| 03/12/13   | 523196 | STAPLES CREDIT PLAN         | 014000 62290 | 65096          | OFFICE SUPPLIES PD           | 25.06                   |
|            |        |                             | 014000 62290 | 0/1//          | UFFICE SUPPLIES PD           | 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         | <b>BROILER OVEN PUBLI WK</b> | 53.40                   |
|            |        |                             |              |                |                              |                         |
| 03/12/13   | 523199 | THOMPSON BUILDING MATERIALS | 307500 80047 | IV-107199      | INSTL SPEED MONITORS         | 37.28                   |
|            |        |                             | 307500 80047 | IV-107203      | <b>INSTL SPEED MONITORS</b>  | 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

| 0.00<br>00<br>00<br>00<br>00<br>00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            | Check  |                                    | Budget       | Invoice Number | Transaction Description | Transaction Amount Void | bio |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|------------------------------------|--------------|----------------|-------------------------|-------------------------|-----|
| 016000         64436         0147419-IN         02/13 LANDSCAPE MAINT         11           1         014000         62255         53780213         02/22-03/21 SERVICES         1           014000         62330         53780213         02/22-03/21 SERVICES         1           014000         63330         53780213         02/22-03/21 SERVICES         1           N PRODUCTS INd014000         62290         2775         DIGITAL AUDIO RECORDE         1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Check Date | Number | Vendor Name                        | Unit Account |                |                         |                         |     |
| 523202         VERIZON CALIFORNIA         014000         62255         53780213         02/22-03/21         SERVICES         1           523203         VERIZON CALIFORNIA         014000         63330         53780213         02/22-03/21         SERVICES         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1 | 03/12/13   | 523201 | VENCO WESTERN, INC                 | 016000 64436 |                | 02/13 LANDSCAPE MAINT   | 15402.00                |     |
| 523202         VERIZON CALIFORNIA         014000         62255         53780213         02/22-03/21         SERVICES           014000         63330         53780213         02/22-03/21         SERVICES           523203         VERSATILE INFORMATION PRODUCTS IN(014000         62290         2775         DIGITAL AUDIO RECORDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |        |                                    |              |                |                         | 15802.00                |     |
| 014000 63330 53780213 02/22-03/21 SERVICES 014000 62290 2775 DIGITAL AUDIO RECORDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 03/12/13   | 523202 | VERIZON CALIFORNIA                 |              | 53780213       | 02/22-03/21 SERVICES    | 1938.63                 |     |
| 014000 62290 2775 DIGITAL AUDIO RECORDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |        |                                    |              |                | 02/22-03/21 SERVICES    | 1067.79                 |     |
| 014000 62290 2775 DIGITAL AUDIO RECORDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |        |                                    |              |                |                         | 3006.42                 |     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 03/12/13   | 523203 | VERSATILE INFORMATION PRODUCTS INC | 014000 62290 | 2775           | DIGITAL AUDIO RECORDE   | 661.82                  |     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |        |                                    |              |                |                         | 111594.21               |     |