

RESOLUTION #12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AUTHORIZING THE CITY TO ACCEPT TITLE TO THE PARK PROPERTIES AND TO ACCEPT TITLE TO THOSE CERTAIN LOTS DESCRIPTION TO WHICH IS ATTACHED AND HEREWITH INCORPORATED BY REFERENCE AND AUTHORIZING THE CITY ATTORNEY TO RECORD THE SAME. AND TO PETITION THE COUNTY BOARD OF SUPERVISORS TO CANCEL THE DELINQUENT TAXES AND TAX DEEDS.

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

Section 1 That the City Council of the City of Palos Verdes Estates hereby accept the grant deeds and quit claim deeds description of which is attached.

Section 2 That the City Attorney is hereby authorized to record the above mentioned deeds with the County Recorder.

Section 3 That the City Attorney is hereby authorized to Petition the Board of Supervisors to direct the cancellation of the Tax Deeds now in the name of the State of California.

Section 4 The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the Book of original Resolutions of said City; shall make a minute of the passage and adoption thereof in the records of the proceedings of said City Council and in the minutes of the meeting at which the same is passed and adopted.

Passed and adopted this 12th day of June, 1940.

(Seal) H. F. B. Roessler, Mayor of the City of Palos Verdes Estates, California

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

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

I, Seymour F. Bergstrom, City Clerk of the City of Palos Verdes Estates, California, do hereby certify that the whole number of City Council is five; that the foregoing resolution, being Resolution No. 12 was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a Special Meeting of said City Council held on the 12th day of June, 1940, and that the same was so passed and adopted by the following votes: Ayes: Councilmen Reeder, Smith, Sadler and Mayor Roessler. Noes: None Absent Councilman Bray

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

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

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Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows: Item 1. Lots J, V and Y of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, and that portion of Lot B of Tract 4400, as per map recorded in Book 72, pages 95 and 96 of Maps, records of said Los Angeles County, described as follows (with the exceptions hereinafter described in paragraphs (a) and (b) hereof): Commencing at the Easterly terminus of that certain course in the Southerly boundary of Tract 6882, as per map recorded in Book 76, pages 20 and 21 of Maps, records of said Los Angeles County, having a length of 311.48 feet and a bearing of North 89° 43' 20" West, as shown on said map of Tract 6882; thence along said course North 89° 43' 20" West 106.20 feet to a point which is the true point of beginning of this description and also the Northeasterly corner of Lot V in Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; thence along the said Southerly boundary of Tract 6882, South 89° 43' 20" East 106.20 feet to the beginning of a curve concave to the North and having a radius of 7796.53 feet; thence along said curve 1523.89 feet to the beginning of a curve concave to the North and having a radius of 3025.50 feet; thence along said curve 243.74 feet to the beginning of a curve concave to the South and having a radius of 774.50 feet; thence along said curve 235.30 feet to the beginning of a curve concave to

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the South and having a radius of 4942.5 feet; thence along said curve 31.58 feet to the end thereof; thence due South 32.28 feet; thence South $38^{\circ} 18' 32''$ East 64.55 feet to an angle point in the Westerly boundary of Tract 6883, as per map recorded in Book 77, pages 73 and 74, of Maps, records of said Los Angeles County; thence along the Westerly boundary of said Tract 6883 and of Tract 10320, as per map recorded in Book 151, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County, due South 222.46 feet and South $13^{\circ} 54'$ West 100 feet to the most Westerly corner of Lot A of said Tract 10320; thence along the Southerly line of said Lot A and along the Southwesterly and Westerly line of Lot B of said Tract 10320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of said Lot B of Tract 4400; thence in a generally Westerly and Northwesterly direction, along the said Southerly boundary of Lot B of Tract 4400, the Northeasterly and Northerly boundary of Tract 7540, as per map recorded in Book 104, pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, and the Easterly boundary of said Tract 6885, to the point of beginning, enclosing an area of 213.44 acres, more or less.

(a) Except those portions of said Lots J, V and Y of Tract 6885 and of said Lot B of Tract 4400, described as follows: Beginning at a point in the Southwesterly boundary of said Lot J which is South $38^{\circ} 25' 00''$ East thereon 16.51 feet from the Northerly boundary of said Lot J; thence South $58^{\circ} 25' 00''$ East 72.89 feet to the beginning of a curve concave to the Northeast, tangent to said last-mentioned course and having a radius of 350 feet; thence Southeasterly along said curve 27.65 feet to the beginning of a curve concave to the North, tangent to said last-mentioned curve and having a radius of 115 feet; thence Easterly along said last-mentioned curve 100.15 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 1140 feet; thence Easterly along said last-mentioned curve 325.89 feet; thence North $83^{\circ} 32' 24''$ East 126.12 feet to the Southerly boundary of Tract 6882, as per map recorded in Book 76, pages 20 and 21 of Maps, records of said Los Angeles County; thence Easterly along the boundary of said Tract 6882 and following the same in all its various courses to the Northerly terminus of that certain course in the most Westerly boundary of Tract 6883, as per map recorded in Book 77, pages 73 and 74 of Maps, records of said Los Angeles County, having a bearing due North and a length of 222.46 feet, as shown on said map; thence South along said most Westerly boundary 62.16 feet to the beginning of a curve concave to the South and having a radius of 4793.50 feet, a radial line of said curve to said beginning thereof bearing North $07^{\circ} 19' 41''$ West; thence Westerly along said last-mentioned curve 51.15 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 1625.50 feet; thence Westerly along said last-mentioned curve 215.54 feet to the beginning of a curve concave to the North, tangent to said last-mentioned curve and having a radius of 3174.50 feet; thence Westerly along said last-mentioned curve 150.29 feet to the beginning of a curve concave to the South and having a radius of 2550 feet, a radial line of said curve to said beginning thereof bearing North $05^{\circ} 32' 53''$ East; thence Easterly along said last-mentioned curve 371.71 feet; thence South $76^{\circ} 06' 00''$ East 42.47 feet to the Southerly terminus of the above described course having a bearing due North and a length of 222.46 feet; thence South $13^{\circ} 54' 00''$ West along the Westerly boundary of said Tract 6883, 80 feet; thence North $76^{\circ} 06' 00''$ West 42.47 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 2470 feet; thence Westerly along said last-mentioned curve 658.86 feet; thence South $88^{\circ} 37' 00''$ West 77.80 feet to the beginning of a curve concave to the North and having a radius of 7945.53 feet, a radial line of said last-mentioned curve to said beginning thereof bearing South $08^{\circ} 51' 57''$ East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South $83^{\circ} 32' 24''$ West 559.06 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 940 feet; thence Westerly along said last-mentioned curve 338.21 feet; thence South $71^{\circ} 07' 38''$ West 210.28 feet to a line that is parallel with and 10 feet Southeasterly, measured at right angles, from the line bearing South $62^{\circ} 55' 30''$ West in the Northwesterly boundary of said Lot J of Tract 6885, as shown on said map of said tract; thence South $62^{\circ} 55' 30''$ West along said parallel line, 221.39 feet to the Southwesterly line of said Lot J; thence Northerly, Northeasterly and Northerly along the boundary of said Lot J, to the point of beginning; enclosing an area of 1.41 acres, more or less, within the boundaries of said Lot J, and 2.19 acres, more or less, within the boundaries of said Lot V, and 0.50 acre, more or less, within the boundaries of said Lot Y, all in said Tract 6885; and enclosing also an area of 8.46 acres, more or less, within the boundaries of said Lot B of Tract 4400.

(b) Also, except those portions of said Lot B of Tract 4400, described as follows (the basis of

bearings is "East", being the bearing of the Southerly line of said Lot B, extending from the angle point marked "B" to the angle point marked "A", as shown on said map of Tract 4400):

(1) Commencing at said angle point marked "B"; thence North 85° 38' 27" East 3888.87 feet to the true point of beginning of this description; thence North 26° 20' 50" West 48 feet; thence North 47° 39' 25" East 31.21 feet; thence North 63° 39' 10" East 16 feet; thence South 26° 20' 50" East 56.50 feet; thence South 63° 39' 10" West 46 feet, more or less, to the point of beginning, enclosing an area of 0.057 acre, more or less.

(2) Commencing at said angle point marked "B"; thence North 86° 31' 38" East 3942.44 feet to the true point of beginning of this description; thence North 26° 20' 50" West 40 feet; thence North 63° 39' 10" East 85 feet; thence South 26° 20' 50" East 50 feet; thence South 72° 23' 56" West 65.76 feet, more or less, to the point of beginning, enclosing an area of 0.067 acre, more or less.

(3) That portion of said Lot B of Tract 4400 which is included within a circle having a radius of 85.60 feet, the center point of said circle bearing North 86° 48' 14" East 1965.79 feet from said angle point marked "B"; enclosing an area of 0.53 acre, more or less.

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

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

Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

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

1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned.
2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 5 of Establishment of Local Protective Restrictions, executed by said Bank of America and recorded in Book 2863, page 364 of said Official Records; and in Amendments Nos. 3 and 6 to said Declaration No. 5, executed by said Bank of America and recorded in Book 4019, page 274 and in Book 5583, page 28, respectively, of said Official Records; and in Amendment No. 80 to said Declaration No. 5, executed by Palos Verdes Estates, Inc. and recorded in Book 16565, page 183 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full.
3. That, except as hereinafter provided, said realty is to be used and administered forever for park and/or

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any laws or ordinances of any public body applicable (herein, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" (that is to say, within the boundaries of the Grantee municipality, of Tracts 6861 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes Homes Association), under such regulations consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood; Except that said realty may be used for the operation of a golf course and club house, with the usual appurtenances thereof; provided, (a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes. (b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed. (c) That rights-of-way for road purposes are reserved upon and across that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty to provide access to Lot A of Tract 9822, as per map recorded in Book 139, pages 45 to 47 inclusive, of Maps, records of said Los Angeles County (over which lot further rights-of-way continue to Via Campesina), from properties of the Palos Verdes Water Co., as follows: (1) from two parcels of land whose location is described in paragraphs (1) and (2) of exception (b) under said Item 1 and upon which are located "Pump House No. 4" and "Pump House No. 8", respectively; and (2) from a parcel of land, whose location is described in paragraph (3) of exception (b) under said Item 1 and upon which is located the "No. 1 Main Reservoir". (d)(1) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lot V of Tract 6885 and along the Northerly line of said Lot 1 in Block 1712 of said tract, as per deeds dated January 28, 1925 and February 6, 1926 from Grantor herein to said Edison Co.; and also in the neighborhood of the Northeastly corner of said Lot 1 in Block 1712, and in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deed dated March 18, 1927 from Grantor herein to said Edison Co. (2) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deeds dated June 10, 1927 and September 7, 1932 from Grantor herein to said Edison Co. (3) That non-exclusive easements are reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co. (4) That a non-exclusive right-of-way and easement is reserved to Associated Telephone Co., Ltd. for the construction, maintenance and operation of telephone conduits, cables and wires, together with the necessary appurtenances thereto and the right of entry to said easement, in and over a six (6) foot strip of land lying three (3) feet on either side of the following center line: Beginning at a point on the Northerly line of Via Tejon, as shown on said map of Tract 6885, which point is the intersection of said Northerly line with a line bearing North 14° 44' 25" West from the Northeastly corner of Lot 1 in Block 1710 of said tract; thence along said line bearing North 14° 44' 25" West, across Lots V, Y and J of said tract to a point in the Southeastly line of Palos Verdes Drive, said Southeastly line being that course bearing South 71° 07' 38" West and having a length of 210.28 feet, in the latter part of the description of exception (a) under Item 1 of said realty.

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property owners, both resident and non-resident, of said Palos Verdes Estates, as above delimited, on at least as favorable terms as are granted to the most favored members and/or patrons of said Country Club.

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

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

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

7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions and in Section 9 of said Declaration No. 5 of Establishment of Local Protective Restrictions.

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

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

In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal) Palos Verdes Homes Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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

State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Ullie-B.-Bway Val E. Miltenberger, known to me to be the Vice President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named.

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Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows:

Lot F of Tract 10624, as per map recorded in Book 163, pages 7 to 9 inclusive, of Maps, records of said Los Angeles County, except that portion thereof described as follows: Beginning at the most Westerly corner of Lot 2, in Block 2 of said tract; thence along the Southerly line of said Lot 2, North 89° 48' 27" East 257.45 feet to the most Westerly corner of Lot 1, in said block; thence along the Westerly line of said Lot 1, South 22° 27' 40" East 65.04 feet; thence North 78° 08' 54" West 248.44 feet; thence South 87° 10' 06" West 69.87 feet; thence North 57° 16' 17" East 39.04 feet, more or less, to a point in the Westerly line of said Lot 2, distant thereon North 08° 43' East 9 feet from the most Westerly corner thereof; thence South 08° 43' West 9 feet to the point of beginning, enclosing an area of 0.189 acre, more or less.

Excepting and reserving therefrom any and all streets, roads and/or highways abutting or adjoining said realty and all land within or under same. It is the express intention of the parties hereto that title to all land under or within all streets, roads and/or highways abutting or adjoining said realty is reserved unto the grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed. This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit:

1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty, or in the Declarations of Restrictions hereinafter mentioned. 2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 27 of Establishment of Local Protective Restrictions (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 8134, page 261 of said Official Records; and in that certain conveyance executed by Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 9352, page 271 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if here

in set forth in full. 3. That said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Declarations of Restrictions above referred to, or of any prior conveyances of said realty, or of any laws or ordinances of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" (that is to say, within the boundaries of the Grantee municipality, of Tracts 6881 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes Homes Association); provided, however, that portions of said realty may be used or leased for the purpose of maintaining, operating or conducting private, semi-public or public facilities, concessions, club houses, accessory buildings and/or grounds for bathing, boating, yachting and/or any other private, semi-public or public park or amusement or recrea-

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owners, both resident and non-resident, of said Palos Verdes Estates, as above delimited, on at least as favorable terms as are granted to the most favored patrons of said facilities; and except where said realty and/or portions thereof is restricted as to use under such regulations, said realty is to be open and available for use as a park by the general public, under such regulations consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body having jurisdiction for the purpose of safeguarding said realty, and any vegetation and/or improvements thereon, from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood.

4. There shall not at any time be constructed or maintained within any portion of said realty lying between the ocean and a lot abutting directly upon said realty and lying between the side lines of said lot extended to the seashore from the extreme shoreward corners of said lot, any path or other improvement open to public use or designed or constructed so as to be physically adapted or adaptable to use by the public, except at an elevation of not less than seven (7) feet below the natural elevation, at the time of construction of said path or improvement, of the nearest portion of said lot, and except same be constructed and maintained in such a manner as reasonably to protect the privacy of said lot and/or the persons residing thereon; provided said restriction may be waived and removed as to any lot by the then owner thereof by written agreement with Palos Verdes Homes Association duly filed of record.

5. There shall not at any time be maintained or permitted within any portion of said realty lying between the ocean and a lot abutting directly upon said realty and lying between the side lines of said lot extended to the seashore from the extreme shoreward corner of said lot, any improvement or plantation which in the opinion of Palos Verdes Homes Association and/or Palos Verdes Art Jury seriously obstructs or interferes with important views from said lot, unless the owner of said lot shall have filed with Palos Verdes Homes Association his written approval and consent thereto.

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

7. That no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as in the opinion of said municipality or other body having jurisdiction are properly incidental to the convenient and/or proper use of said realty for the public and/or private purposes hereinabove enumerated.

8. That said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks.

9. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 8, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions and in Section 9 of said Declaration No. 27 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 9, inclusive, hereof, shall cause said realty to revert to the Grantor herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 8 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be deemed a breach of the covenants.

... East 3700 feet, more or less, to a point in the Northeasterly line of said Lot W; thence along the Northeasterly lines of said Lots W and H to the intersection of said parallel line with the Northeasterly line of said Lot H; thence along said parallel line in a Southwesterly direction to the point of beginning, enclosing an area of 0.023 acre, more or less.

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

(d) That portion of Lot M of said Tract 6886, described as follows: Commencing at a point in the most Westerly line of Lot A of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, which point is North 20° 01' 16" West thereon 43 feet from the Southerly line of said Lot A; thence North 64° 44' 49" East 226.12 feet, more or less, to a point on the Southerly line of said Lot M, which point is the true point of beginning of this description; thence North 86° 15' 53" East 169.73 feet to a point in said Lot M which is distant 34 feet Southerly, measured at right angles, from the line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886; thence in a generally Easterly direction along a line drawn parallel to and distant 34 feet Southerly from said line of Granvia La Costa to a point in the Easterly line of said Lot M; thence along the Easterly and Southerly lines of said Lot M to the point of beginning, enclosing an area of 0.25 acre, more or less.

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

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

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

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

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

(2) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 420.89 feet and a bearing of North 83° 00' 36" East, as shown on said map of said tract; thence South 57° 33' 26" West 81.57 feet to the true point of beginning of this description; thence South 19° 52' 15" East 90 feet; thence South 70° 07' 45" West 50 feet; thence North 19° 52' 15" West 90 feet; thence North 70° 07' 45" East 50 feet to the point of beginning, enclosing an area of 0.103 acre, more or less.

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

(4) Commencing at the Northwesterly terminus of that certain course in the Southwesterly boundary of said Lot A, having a length of 230.08 feet and a bearing of North 24° 06' 51" West, as

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cel owner, and/or by any other person or corporation designated in said Declarations of Restrictions. Provided, Also, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements. In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal)

Palos Verdes Homes Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Elsie E. Bray Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal)

Lillian Throne Notary Public
My Commission Expires Dec. 1, 1940.

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows: Item 1. Lots A, B, C, D, E, F, G, H, I, J, K, L and M of Tract 6882, as per map recorded in Book 76, pages 20 and 21, of Maps, records of said Los Angeles County. Item 2. (a) Lot A of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, except that portion thereof described as follows: Beginning at a point in the most Westerly line of said Lot A which is North 20° 01' 16" West thereon 43 feet from the Southerly line of said lot; thence North 64° 44' 49" East 226.12 feet, more or less, to a point on the Northerly line of said lot; thence along said Northerly line in a generally Westerly direction to the Northwesterly corner of said lot; thence along the said most Westerly line of said lot in a generally Southerly direction, 3.21 feet and 22.20 feet, more or less, to the point of beginning, enclosing an area of 0.13 acre, more or less. (b) Lots B, C, D, E, G, H and I of said Tract 6884. Item 3. (a) Lot H of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between the Northerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6885, and a line drawn from the Easterly line of Lot 1 in Block 1613 of said tract in a generally Easterly direction and parallel to the straight section of said Northerly line of Granvia La Costa and 10 feet Northerly therefrom, enclosing an area of 0.072 acre, more or less. (b) Lots K, L, M, O, P, Q, R, T, U, W and X of said Tract 6885. Item 4. (a) Lots E, F, G and K of Tract 6886, as per map recorded in Book 83, pages 77 to 80 inclusive, of Maps, records of said Los Angeles County. (b) Lots H and W of said Tract 6886, except those portions thereof lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Northeasterly line of said Lot H to the Southwesterly line of said Lot W, enclosing an area of 0.271 acre, more or less; and also except those portions of said Lots H and W described as follows: Beginning at a point in said line drawn parallel to the Southerly line of Granvia La Costa and 34 feet Southerly therefrom, said point being distant 79.04 feet in a Southwesterly

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North 35° 19' 40" East 100 feet; thence South 54° 41' 20" East 50 feet; thence South 35° 19' 40" West 100 feet to the point of beginning, enclosing an area of 0.115 acre, more or less.

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

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

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

Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence North 09° 00' 00" East along the Easterly line of Lots 14 and 15 in said Block 1730, 190 feet to the most Easterly corner of said Lot 15, said corner being a point in the Southernly right-of-way line of Via Campeasina; thence South 44° 00' 00" East along said right-of-way line, 10 feet to the beginning of a curve concave to the Northeast and having a radius of 309.17 feet; thence Southeasterly along said curve, and continuing along said right-of-way line, 25 feet to a point therein (a radial line to said curve at said point bears North 41° 22' 01" East); thence South 06° 49' 20" West 222 feet; thence South 83° 44' 01" West 44.29 feet, more or less, to a point in the Westerly line of said Lot B; thence North 14° 09' 40" East along said Westerly line, 64 feet to the point of beginning, enclosing an area of 0.164 acre, more or less.

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

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

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

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

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

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

Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

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

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

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establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 2, recorded in Book 2698, page 290, in Declaration No. 4, recorded in Book 2966, page 248, in Declaration No. 5, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2779, page 114, and in Declaration No. 12, recorded in Book 4803, page 175 of said Official Records (said Declarations having been executed by said Bank of America); and in Declaration No. 27 (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 8154, page 261 of said Official Records; and in Amendment No. 3 to said Declarations Nos. 2, 4, 5 and 6, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declarations Nos. 5 and 6, recorded in Book 5583, page 28 of said Official Records (said Amendments having been executed by said Bank of America); and in those certain conveyances executed by said Bank of America to Grantor herein and recorded in Book 3490, page 279 and in Book 4459, page 123 of said Official Records, executed by said Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 7372, page 276 and in Book 9357, page 253 of said Official Records, and executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 11605, page 164 and in Book 13900, page 308 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full.

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

(a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes.

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

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

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and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lots P and Q of Tract 6885, as per deed dated February 6, 1925 from Grantor herein to Southern California Edison Co. (2) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over said Lot Q of Tract 6885 and said Lot A of Tract 7540, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.; and also in and over said Lots B and E of Tract 7540, as per deed dated September 7, 1932 from Grantor herein to said Edison Co. (3) That non-exclusive easements are reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot Q of Tract 6885, said Lots A, B and E of Tract 7540 and said Lot A of Tract 10824, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.; and also in and over said Lot B of Tract 7540 as per deed dated September 7, 1932 from Grantor herein to said Telephone Co. 4. That, except as provided above, no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes. 5. That, except as provided in paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes. 6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth. 7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, and in that certain section, entitled "Modification of Restrictions", of Declarations Nos. 2, 4, 5, 6, 12 and 27 of Establishment of Local Protective Restrictions hereinabove referred to. Provided, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 2 to 7, inclusive, hereof shall cause said realty to revert to the Grantor herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 5 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations of Restrictions. Provided, Also, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements.

(Seal)

Palos Verdes Homes Association
Val E. Miltenberger
Everett M. York

Vice President
Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Urie-B. Gray, Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

(Seal) Lillian Throne Notary Public
in and for the County of Los Angeles, State of California. My Commission Expires Dec. 1, 1940.

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows:

Item 1. Lots A, B, C, D, E and F of Tract 6883, as per map recorded in Book 77, pages 73 and 74, of Maps, records of said Los Angeles County.

Item 2. (a) Lots A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, S and U of Tract 6887, as per map recorded in Book 96, pages 28 to 32 inclusive, of Maps, records of said Los Angeles County.

(b) Lot O of said Tract 6887, except that portion thereof lying between the Easterly line of Granvia Valmonte (now known as Palos Verdes Drive North), as shown on said map of said tract, and a line drawn parallel to said Easterly line and its Southerly prolongation, and 17 feet Easterly therefrom.

(c) Lot R of said Tract 6887, except that portion thereof lying between the Westerly line of Granvia Valmonte (now known as Palos Verdes Drive North), as shown on said map of said tract, and a line drawn parallel to said Westerly line and its Southerly prolongation, and 17 feet Westerly therefrom.

Item 3. Lots A, B, C, D, E, F, G and H of Tract 7143, as per map recorded in Book 99, pages 46 to 51 inclusive, of Maps, records of said Los Angeles County.

Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

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

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

2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 3, recorded in Book 2784, page 214 and Declaration No. 7, recorded in Book 3443, page 146 of said Official Records (said Declarations having been executed by said Bank of America); and in Amendment No. 3 to said Declaration No. 3, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declarations Nos. 3 and 7, recorded in Book 5583, page 28, of said Official Records (said Amendments having been executed by said Bank of America); and in those certain conveyances executed by said Bank of America to Grantor herein and recorded in Book

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

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

(a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes.

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

(c) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lot C in Tract 6887, as per deed dated January 13, 1926 from Grantor herein to said Edison Co.; also in and over said Lot B in Tract 6883, as per deed dated June 22, 1927 from Grantor herein to said Edison Co.

(d) That the buildings and appurtenances of the Palos Verdes Riding Academy, located on portions of said Lot C of Tract 6887 and said Lot H of Tract 7143, may be leased to a private operator or operators, and the privileges thereof shall always be available to the property owners, both resident and non-resident, of said Palos Verdes Estates, as above delimited, on at least as favorable terms as are granted to the most favored patrons of said Riding Academy.

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

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

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

7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified

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

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

In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal) Palos Verdes Homes Association
Val E. Miltenberger Vice-president
Everett M. York Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared ~~W. B. Gray~~ Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal) Lillian Throne Notary Public
in and for the County of Los Angeles, State of California. My Commission Expires Dec. 1, 1940.

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows: Item 1. Lot B of Tract 6889, as per map recorded in Book 83, pages 81 to 84 inclusive, of Maps, records of said Los Angeles County; and Lot A of said tract, except that portion thereof described as follows: Commencing at the most Northerly corner of Lot 1 in Block 1373 of said tract; thence South 63° 38' 10" East, along the Northeasterly line of said lot, 65.49 feet to the true point of beginning of this description; thence, continuing along the Northeasterly boundary of said lot, South 18° 34' 20" East 60.80 feet to the beginning of a curve concave to the Northeast and having a radius of 165 feet, and Southeasterly along said curve 133.11 feet to the end thereof; thence, leaving said Northeasterly boundary and along a radial line to said curve, North 25° 12' 17" East 50 feet to the beginning of a curve concave to the Northeast, concentric with said last-mentioned curve and having a radius of 115 feet; thence Easterly along said curve 29.10 feet to the end thereof (a radial line to said curve at said point bearing South 10° 42' 17" West); thence in a direct line across said Lot A, North 52° 35'

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corded in Book 88, pages 10 to 13 inclusive, of Maps, records of said Los Angeles County.

Item 3. (a) Lot B of Tract 7536, as per map recorded in Book 86, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County. (b) Lots C and J of said Tract 7536, except those portions thereof lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West), as shown on said map of said tract, and a line drawn parallel thereto and 50 feet Southerly therefrom. (c) Those portions

of Lots D, E and F of said Tract 7536, described as follows: Beginning at that point which is the most Southerly corner of said Lot D and also the most Westerly corner of said Lot E; thence North $62^{\circ} 24' 15''$ East 662.54 feet to a point in said Lot F; thence South $27^{\circ} 35' 45''$ East 120 feet to a point in said Lot E; thence North $68^{\circ} 36' 35''$ East 621.96 feet; thence North $28^{\circ} 18' 15''$ East 617.26 feet; thence North $03^{\circ} 30'$ West 240.34 feet; thence North $62^{\circ} 58'$ West 138.77 feet to a point in said Lot D, which is the beginning of a curve concave to the West and having a radius of 527.15 feet (a radial line to said curve at said point bearing North $83^{\circ} 17' 32''$ East); thence Northerly along said curve 74.61 feet to a point in the Northerly line of said Lot D, in a curve concave to the Southeast and having a radius of 65 feet (a radial line to said curve at said point bearing North $44^{\circ} 28' 05''$ West); thence Northeasterly along said curve 4.61 feet to the beginning of a curve concave to the Northwest and having a radius of 155 feet; thence Northeasterly along said curve 20.71 feet to the most Northerly corner of said Lot D, which corner is also the intersection of two curves in the Westerly line of said Lot E, as shown on said map; thence along the Westerly boundary of said Lot E to the Northwestern corner thereof; thence along the Northerly, Easterly, Southeasterly and Southwesterly lines of said Lot E to the point of beginning, enclosing an area of 8.27 acres, more or less. (d) Lot H of said Tract 7536, except that portion described as follows:

Commencing at the Easterly terminus of that certain course in the Southerly boundary of said Lot H, having a length of 196.06 feet and a bearing of North $81^{\circ} 16' 25''$ East, as shown on said map of said tract; thence North $14^{\circ} 24' 28''$ East 124.10 feet to the true point of beginning of this description; thence North $85^{\circ} 54' 40''$ West 100 feet; thence North $04^{\circ} 05' 20''$ East 70 feet; thence South $85^{\circ} 54' 40''$ East 100 feet; thence South $04^{\circ} 05' 20''$ West 70 feet to the point of beginning, enclosing an area of 0.160 acre, more or less. Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed. This conveyance is made and accepted and

said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit: 1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned.

2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 9, recorded in Book 3013, page 281, in Declaration No. 10, recorded in Book 3113, page 194, and in Declaration No. 26, recorded in Book 16017, page 389, of said Official Records (said Declarations Nos. 9 and 10 having been executed by said Bank of America, and said Declaration No. 26 having been executed by Bank of America National Trust and Savings Association, Palos Verdes Estates, Inc. and Grantor herein); and in Amendment No. 3 to said Declarations Nos. 9 and 10, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declaration No. 10, recorded in Book 5583, page 28, of said Official Records (said Amendments having been executed by said Bank of America);

executed by said Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 14840, page 377 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full.

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

(a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes. (b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed, except that under the terms of this easement Bank of America National Trust and Savings Association shall be allowed, without further approval, to establish and maintain such utilities in and over said realty as an incident of the development of neighboring property.

(c) That rights-of-way for road purposes are reserved upon and across Items 3 (b) and (d) of said realty to provide access to Palos Verdes Drive West and/or Via Boronada from "No. 6 Pump House" of the Palos Verdes Water Co., whose location is described in said Item 3 (d).

(d) That a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lot H of Tract 7536, as per deed dated January 13, 1926 from Grantor herein to said Edison Co.

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

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

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

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sive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, and in Section 9 of said Declarations Nos. 9, 10 and 26 of Establishment of Local Protective Restrictions.

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

Provided, Also, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements. In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal)

Palos Verdes Homes Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Ulrie-B. Bray, Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal)

Lillian Throne Notary Public
in and for the County of Los Angeles, State of California My Commission Expires Dec. 1, 1940.

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows: Item 1. Lots A, B, C, D and E of Tract 6888, as per map recorded in Book 100, pages 67 to 72 inclusive, of Maps, records of said Los Angeles County.

Item 2. Lots B, D, F and G of Tract 6890, as per map recorded in Book 100, pages 82 to 85 inclusive, of Maps, records of said Los Angeles County. Item 3. Lot A of Tract 7141, as per map recorded in Book 84, pages 49 to 51 inclusive, of Maps, records of said Los Angeles County. Item 4. Lots A, B, C, D, E, F and K of Tract 7332, as per map recorded in Book 102, pages 42 to 45 inclusive, of Maps, records of said Los Angeles County.

Item 5. (a) Lot E of Tract 7537, as per map recorded in Book 104, pages 12 to 15 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between Block 2300 and Block 2306 of said tract and comprising an area

id Lot 2 and comprising an area of 0.05 acre, more or less. (c) That portion of
at 1 of Block 2307 of said Tract 7537, described as follows: Beginning at a point
the Westerly line of said Lot 1, said point being at the Southerly extremity of a cer-
in curve, concave to the West, having a radius of 696.32 feet and a length of 163.46
et; thence Northerly along said curve 163.46 feet to the most Northerly corner of said
ot 1; thence, following the boundary of said Lot 1, South 59° 26' 46" East 161.65 feet,
outh 04° 45' 55" West 105 feet, South 50° 37' 10" East 185 feet, South 05° 36' 20" East
6.61 feet to the beginning of a curve concave to the Northwest and having a radius of 45
et, Southwesterly along said curve 66.64 feet to the end thereof, and South 79° 14' 30"
est 46.09 feet to the most Southerly corner of the parcel of land herein described; thence,
aving the boundary of said Lot 1, North 44° 26' 33" West 316.77 feet, more or less, to
he point of beginning, enclosing an area of 1.12 acres, more or less. Excepting and

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reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or
adjoining said realty and all land within or under same, and the easements and rights-of-
way hereinafter referred to. It is the express intention of the parties hereto that
title to all land under or within all streets, alleys, walks, roads and/or highways abut-
ting or adjoining said realty is reserved unto the Grantor herein, its successors and as-
signs, and the Grantee herein acquires no interest therein by virtue of this deed.

This conveyance is made and accepted and said realty is hereby granted, subject to
State and County taxes now a lien and now due and/or delinquent and to any and all rights
and easements of record, but without warranty on the part of the Grantor herein of any
kind or character, either express or implied, as to any matters not contained or referred
to herein; and upon and subject to each of the following provisions, conditions, restric-
tions and covenants, to-wit: 1. The express condition that the Grantor herein is
not responsible or liable, in any way, for any inducement, representation, agreement,
condition or stipulation not set forth herein, or in deeds of record heretofore convey-
ing said realty and rights and easements applicable thereto, or in the Declarations of
Restrictions hereinafter mentioned. 2. Each and every provision, condition, restric-
tion, reservation, lien, charge, easement and covenant contained in the Declaration of
Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as
owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County,
and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest
to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page
274, respectively, of said Official Records; and in Declaration No. 8, recorded in Book
5443, page 289, in Declaration No. 11, recorded in Book 2870, page 274, in Declaration No.
14, recorded in Book 4060, page 264, and in Declaration No. 17, recorded in Book 4236,
page 240 of said Official Records (said Declarations having been executed by said Bank of
America); and in Amendment No. 3 to said Declaration No. 11, recorded in Book 4019, page
274, and in Amendment No. 6 to said Declarations Nos. 8, 11, 14 and 17, recorded in Book
5593, page 28, of said Official Records (said Amendments having been executed by said Bank
of America); and in those certain conveyances executed by said Bank of America to Grantor
herein and recorded in Book 3400, page 279 and in Book 4459, page 123 of said Official
Records, and executed by Bank of America National Trust and Savings Association to Grantor
herein and recorded in Book 10494, page 360 and in Book 13900, page 308 of said Official
Records, whereby there was established a general plan for the improvement and development
of said realty and other property described and/or referred to in said Declarations of
Restrictions, and provisions, conditions, restrictions, reservations, liens, charges,
easements and covenants were fixed, including the establishment, maintenance and opera-
tion of Palos Verdes Homes Association, a California corporation, and of the Art Jury as
therein provided, subject to which said property and/or all parcels thereof should be
sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens,
charges, easements and covenants are hereby made a part of this conveyance and expressly
imposed upon said realty as fully and completely as if herein set forth in full.

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3. That, except as hereinafter provided, said realty is to be used and administered
forever for park and/or recreation purposes only (any provisions of the Declarations of
Restrictions above referred to, or of any amendments thereto, or of any prior conveyances
of said realty, or of any laws or ordinances of any public body applicable thereto, to
the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident
property owners within the boundaries of the property heretofore commonly known as "Palos
Verdes" (that is to say, within the boundaries of the Grantee municipality, of

consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood; provided,

(a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes.

(b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed, except that under the terms of this easement Bank of America National Trust and Savings Association shall be allowed, without further approval, to establish and maintain such utilities in and over said realty as an incident of the development of neighboring property.

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

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

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

7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, and in that certain section, entitled "Modification of Restrictions", of Declarations Nos. 8, 11, 14 and 17 of Establishment of Local Protective Restrictions hereinabove referred to.

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

Provided, Also, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described

shall apply to and bind the respective successors in interest of the parties hereto, and
ro, and each thereof is, imposed upon said realty as a servitude in favor of said pro-
erty and each and every parcel of land therein as the dominant tenement or tenements.

In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly
xecuted, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal) Palos Verdes Homes Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles) as: On this 14 day of June 1940, before
se, Lillian Throne, a Notary Public in and for said County, personally appeared Wlvis-S.
ray, Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York,
known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that
executed the within instrument, known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and acknowledged to me that such
corporation executed the same. Witness my hand and official seal.

(Seal) Lillian Throne, Notary Public
in and for the County of Los Angeles, State of California My Commission Expires Dec. 1,
1940

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dol-
lars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby
grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of
the State of California, its successors and assigns, that certain real property in the
County of Los Angeles, State of California, hereinafter referred to as "said realty", de-
scribed as follows: Item 1. Lot H of Tract 7142, as per map recorded in Book 82, pages

83 and 84 of Maps, records of said Los Angeles County. Item 2. Lot C of Tract 7330,
as per map recorded in Book 90, pages 37 to 39 inclusive, of Maps, records of said Los
Angeles County. Item 3. Lots A, C and D of Tract 7333, as per map recorded in Book
113, pages 72 to 75 inclusive, of Maps, records of said Los Angeles County. Item 4.
(a) Lots A, D, E and F of Tract 7334, as per map recorded in Book 150, pages 12 to 16 in-
clusive, of Maps, records of said Los Angeles County. (b) Lot B of said Tract 7334,
except that portion thereof described as follows (the basis of bearings is North 43° 38'
00" West, being the bearing of the Southwesterly line of Lot 6 of Block 7 of said tract):

That portion of said Lot B of Tract 7334 which is included within a circle having a
radius of 40 feet, the center point of said circle bearing North 63° 43' 40" West 181.76
feet from the most Southerly corner of said Lot 6; enclosing an area of 0.115 acre, more
or less. Item 5. Lots B, C, H and J of Tract 7538, as per map recorded in Book 148,
pages 64 to 69 inclusive, of Maps, records of said Los Angeles County. Item 6.

Lots A, D, E, F, G and H of Tract 8043, as per map recorded in Book 142, pages 78 to 82 in-
clusive, of Maps, records of said Los Angeles County. Item 7. (a) Lots B and D of
Tract 8652, as per map recorded in Book 125, pages 85 to 87 inclusive, of Maps, records
of said Los Angeles County. (b) Lot A of said Tract 8652, except those portions there-

of described as follows: (1) Beginning at the most Westerly corner of Lot 11 of Block
1733 of said tract; 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 02° 01' 45" West 153.12 feet, more or less, to a point in the Southerly
line of said Lot A and in the Northerly line of Via Panorama, as shown on said map of said
tract, 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, enclosing an
area of 0.306 acre, more or less. (2) Beginning at the Northerly corner of Lot 6 of

Block 1732 of said tract; thence along the Northwesterly prolongation of the Northeasterly
line of said Lot 6, North 42° 13' 30" West 70 feet; thence South 47° 46' 30" West 68 feet;
thence South 13° 59' 40" West 148.80 feet, more or less, to the Westerly corner of said
Lot 6; thence along the Northwesterly line thereof North 43° 58' 25" East 192.11 feet to
the point of beginning, enclosing an area of 0.219 acre, more or less. Item 8. Lot 1

of Block 1 of Tract 10716, as per map recorded in Book 169, pages 40 and 41 of Maps, rec-
ords of said Los Angeles County. Excepting and reserving therefrom any and all streets,
alleys, walks, roads and/or highways abutting or adjoining said realty and all land within
or under same, and the easements and rights-of-way hereinafter referred to. It is the ex-

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the Grantor herein, its successors and assigns, and the grantee herein acquires no interest therein by virtue of this deed. This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit: 1. The express condition that the grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned. 2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 4, recorded in Book 2966, page 248, in Declaration No. 20, recorded in Book 3168, page 30, in Declaration No. 23, recorded in Book 5190, page 30, in Declaration No. 24, recorded in Book 7188, page 349, and in Declaration No. 25, recorded in Book 6052, page 86, of said Official Records (said Declarations having been executed by said Bank of America); and in Amendment No. 3 to said Declarations Nos. 4 and 20, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declaration No. 23, recorded in Book 5583, page 28, of said Official Records (said Amendments Nos. 3 and 6 having been executed by said Bank of America); and in Amendment No. 55 to said Declaration No. 25, executed by Palos Verdes Estates, Inc. and recorded in Book 14343, page 215 of said Official Records; and in Amendment No. 56 to said Declaration No. 24, executed by said Palos Verdes Estates, Inc. and Grantor herein, and recorded in Book 14727, page 267 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 of said Official Records; and in those certain conveyances executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 10494, page 360, in Book 11605, page 164, in Book 13900, page 308 and in Book 14125, page 368 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full. 3. That, except as hereinafter provided, said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Declarations of Restrictions above referred to, or of any amendments thereto, or of any prior conveyances of said realty, or of any laws or ordinances of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" (that is to say, within the boundaries of the Grantee municipality, of Tracts 6881 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes Homes Association), under such regulations consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood; provided, (a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the rever-

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(b) That the easement is specifically reserved to Palos Verdes Home Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed, except that under the terms of this easement Bank of America National Trust and Savings Association shall be allowed, without further approval, to establish and maintain such utilities in and over said realty as an incident of the development of neighboring property.

(3) That rights-of-way for road purposes are reserved upon and across said Lot H of Tract 7142 to provide access to Via Rincon from "No. 5 Reservoir" of the Palos Verdes Water Co. located to the northward of said Lot H; and upon and across said Lot B of Tract 7334 to provide access to Via Zurita from "No. 6 Reservoir" of said Water Co. whose location is described in the exception under item 4 (b) of said realty. (d)(1) That

a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lot C of Tract 7330, as per deed dated February 18, 1925 from Grantor herein to said Edison Co. (2) That a non-exclusive

easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over said Lot C of Tract 7330, as per deed dated June 10, 1927 from Grantor herein to said Edison Co. (3) That a non-exclusive easement is reserved to Associated

Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot C of Tract 7330, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co. 4. That, except as provided above, no

buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes. 5. That, except as provided in

paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes. 6. That said municipal-

ity or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth. 7. That none of the conditions, restrictions,

covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, in Section 9 of said Declarations Nos. 4, 20, 23 and 24 of Establishment of Local Protective Restrictions, and in Section 10 of said Declaration No. 25 of Establishment of Local Protective Restrictions. Provided, that a breach of any of the provisions, conditions, restric-

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

covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements. In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal)

Palos Verdes Homes Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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

Hammond Sadler Chairman

State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared ~~Urie-B-Bray~~ Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal)

Lillian Throne Notary Public
in and for the County of Los Angeles, State of California My Commission Expires Dec. 1, 1940

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows: Lot 19 of Block 6226 of Tract 6887, as per map recorded in Book 96, pages 28 to 32 inclusive, of Maps, records of said Los Angeles County. Excepting and reserving therefrom any and all streets, alleys, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit: 1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned. 2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 7 of Establishment of Local Protective Restrictions, executed by said Bank of America and recorded in Book 3443, page 146 of said Official Records; and in Amendment No. 6 to said Declaration No. 7, executed by said Bank of America and recorded in Book 5583, page 28 of said Official Records; and in Amendment No. 42 to said Declaration No. 7, executed by Palos Verdes Estates, Inc. and recorded in Book 13942, page 17 of said Official Records; and in that certain conveyance executed by said Palos Verdes Estates, Inc. to Grantor herein and recorded in Book 16045, page 11 of said Official Records, whereby there was establish-

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

3. That said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks, provided that portions of said realty may be dedicated to the public for parkway and/or street purposes, and this restriction, condition and covenant may not be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions and in Section 9 of said Declaration No. 7 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 and 3 hereof shall cause said realty to revert to the Grantor herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 3 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations of Restrictions.

(2)

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

In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal)

Palos Verdes Homes Association
Val E. Miltenberger Vice-President
Everett M. York Secretary

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State of California County of Los Angeles)ss: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared ~~W. B. Gray~~ Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seal.

(Seal) Lillian Throne Notary Public
in and for the County of Los Angeles, State of California My Commission Expires Dec. 1, 1940

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#363 Copy of original recorded at request of Frederic H. Bihn. Jun 24 1940, 1:56 P.M.
Copyist #120-Compared, Mame B. Beatty, County Recorder, By E. Colson Deputy.
Free-307.P.