

RESOLUTION R12-21

A RESOLUTION ACKNOWLEDGING THE REVERSION OF CERTAIN CITY OPEN SPACE KNOWN AS AREA A NEAR 900 VIA PANORAMA TO THE PALOS VERDES HOMES ASSOCIATION AND ACCEPTING OWNERSHIP OF CERTAIN OPEN SPACE PROPERTIES KNOWN AS LOTS C AND LOT D OF TRACT 7331 FROM THE PALOS VERDES HOMES ASSOCIATION

The City Council hereby finds, orders and resolves as follows:

Section 1. At its regular meeting of May 8, 2012, the City Council approved Resolution No. 12-11 approving the Memorandum of Understanding (MOU) among the City of Palos Verdes Estates, the Palos Verdes Homes Association, the Palos Verdes Peninsula Unified School District, and the property owners of 900 Via Panorama (Thomas J. Lieb, Trustee, the Via Panorama Trust u/do May 2, 2012, together with trusts for the benefit of related parties) regarding resolution of enforceability of deed restrictions on property owned by PVPUSD and of encroachment in City open space near 900 Via Panorama and disposition of certain open space properties (commonly known as Lots C & D).

Section 2. The property located adjacent to 900 Via Panorama is subject to the Local Protective Restrictions, Conditions, Covenants, Reservations, Liens, and Charges Affecting Real Property Known as Tract No. 8652 (Montemalaga). The property is designated for open space use only. The owner of private property located at 900 Via Panorama placed certain retaining walls in order to benefit the private property in violation of the protective restrictions, which triggers the Palos Verdes Homes Association's right of reversion set forth at Article VI, section 6 of the protective restrictions.

Section 3. To address the technical breach caused by the encroachments, the MOU contemplates an exchange between the City and the Palos Verdes Homes Association involving certain open space designated as Area A in the MOU and certain open space properties known as Lots C & D, whereby the City's ownership interest in Area A would revert to the Homes Association, subject to open space conservation, public utility and emergency access easements and the City would accept ownership of Lots C & D from the Homes Association, which would be maintained in accordance with the protective restrictions.

Section 4. The Palos Verdes Homes Association has approved the transfer of Lots C & D to the City.

Section 5. The Palos Verdes Homes Association has requested the City allow ownership of Area A to revert to the Homes Association pursuant to its right of reversion as set forth in the *Palos Verdes Homes Association's Protective Restrictions of Palos Verdes Estates* for Tracts 7333 and 8652, Montemalaga (Article VI, Section 6) as the Palos Verdes Homes Association's remedy and indicated that the City may retain certain open space conservation, public utility and emergency access easements from such reversion for the common benefit.

Section 6. At its regular meeting on July 24, 2012, the City Council considered all information presented regarding the proposed property transfers, including any correspondence and comment from the public. The City Council hereby finds that the use of the land is not changed by the actions approved by this Resolution and the use of the property continues to be consistent with the General Plan. The City Council further finds that no public money has been used to improve the property designated as Area A, that it has not been used as a public park and is not suitable for such use due to its slope, instability and inaccessibility. The property's beneficial use is as open space, contributing to the open feel of the community and its zone and that the actions taken by this Resolution will retain that benefit through the open space easement.

Section 7. The approval of the transfers as contemplated in the MOU and set forth in this Resolution is categorically exempt from the California Environmental Quality Act pursuant to California Administrative Code Title 14, Chapter 3, Section 15317 (Open Space Contracts or Easements) and Section 15325 (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources) as it involves the transfer of easements or fee interests in order to maintain the open space character of the area. It is also exempt under the common sense exemption as there is no substantial evidence that the transfers portend any development or changes in the physical environment that may have a significant adverse impact on the environment. It can be seen with certainty that there is no possibility that the approval of the transfers may have a significant effect on the environment.

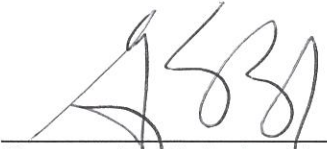
Section 8. The City Council hereby acknowledges the reversion of certain City open space known as Area A near 900 Via Panorama to the Palos Verdes Homes Association in accordance with its right of reversion and as provided for in the quitclaim deed attached hereto as Exhibit "A" and incorporated by reference. The Mayor is authorized to execute the deed on the City's behalf.

Section 9. The City Council hereby accepts ownership of certain open space properties known as Lots C & D from the Palos Verdes Homes Association in accordance with the quitclaim deed attached hereto as Exhibit "B"

and incorporated by reference. The City is authorized to acquire the property under Government Code § 37350 and Code of Civil Procedure § 1240.130.

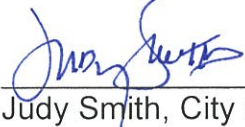
Section 10. The City Clerk will certify to the passage and adoption of this Resolution and enter it in the book of original Resolutions. The City Clerk will record the passage of this Resolution in the minutes of the meeting at which it is passed and adopted.

PASSED, APPROVED, AND ADOPTED, this 24th day of July 2012.



George F. Bird, Jr., Mayor

ATTEST:



Judy Smith, City Clerk

Approved as to form:



Christi Hogin, City Attorney

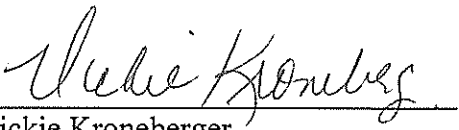
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF PALOS VERDES ESTATES)

I, Vickie Kroneberger, Executive Assistant/Deputy City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R12-21** was duly and regularly approved and adopted by the City Council of the City of Palos Verdes Estates at its regular meeting of the City Council on the 24th day of July, 2012, by the following vote:

AYES: COUNCILMEMBERS: Bird, Goodhart, Rea, Perkins

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Humphrey



Vickie Kroneberger,
Executive Assistant/Deputy City Clerk

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

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

*Should Exhibits
Need for final
EXH. DRAFT.*

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

APN: 7545-002-900

DOCUMENTARY TRANSFER TAX

\$.....
Computed on the consideration or value of property
conveyed; OR
Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax Firm
Name

QUITCLAIM DEED

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

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CON.

1. Grantor reserves for the benefit of the City of Palos Verdes easement on the Property described on Exhibit "A" and shown o hereto and by this reference made a part hereof, the preservatio which is consistent with the present and continued use of the P purposes. Except as provided for under Sections 4 and 5 her perform, or allow others to perform, any act on or affecting ue Property that is inconsistent with the open space restriction.
2. Grantor reserves for the benefit of the City of Palos Verdes Estates a non-exclusive easement for utility purposes on the Property described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof. The City's rights

*HOLD FOR
FINAL
EXHIBITS FROM
C.A. Office.*

hereunder include but are not limited to the construction, installation, operation, repair, and maintenance of any and all public utilities on the Property, together with a right of access over the Property as may be necessary for the City to engage in such activities. The City acknowledges and agrees that the Property is subject to prior rights granted to other public agencies as beneficiaries of utility easements and that the City's easement is subject to those prior rights as long as the same do not unreasonably interfere with City's rights hereunder.

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

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

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ of July 2012.

GRANTOR:

Dated _____

Mayor George F. Bird, Jr.

ATTEST:

By: _____
Judy Smith, City Clerk

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

Agreed and accepted this ____ day of July 2012

GRANTEE:

Palos Verdes Homes Association
By: _____

Palos Verdes Homes Association
By: _____

State of California)
)
County of _____)

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

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Signature _____

(This area for notary stamp)

State of California)

)

County of _____)

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WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"

~~PARCEL A~~ LEGAL DESCRIPTION OF ~~ADDITIONAL AREA~~ Property

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE SOUTH 23°40'31" EAST, 42.66 FEET (L10) TO THE WESTERLY LINE OF SAID LOT 12, TRACT 26341;

THENCE CONTINUING SOUTH 23°40'31" EAST, 18.67 FEET (L11);

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

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

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

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

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

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

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

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

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

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

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

CONTAINS 77,350 SQUARE FEET, MORE OR LESS.

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

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Ross N. Bolton, RCE 26120

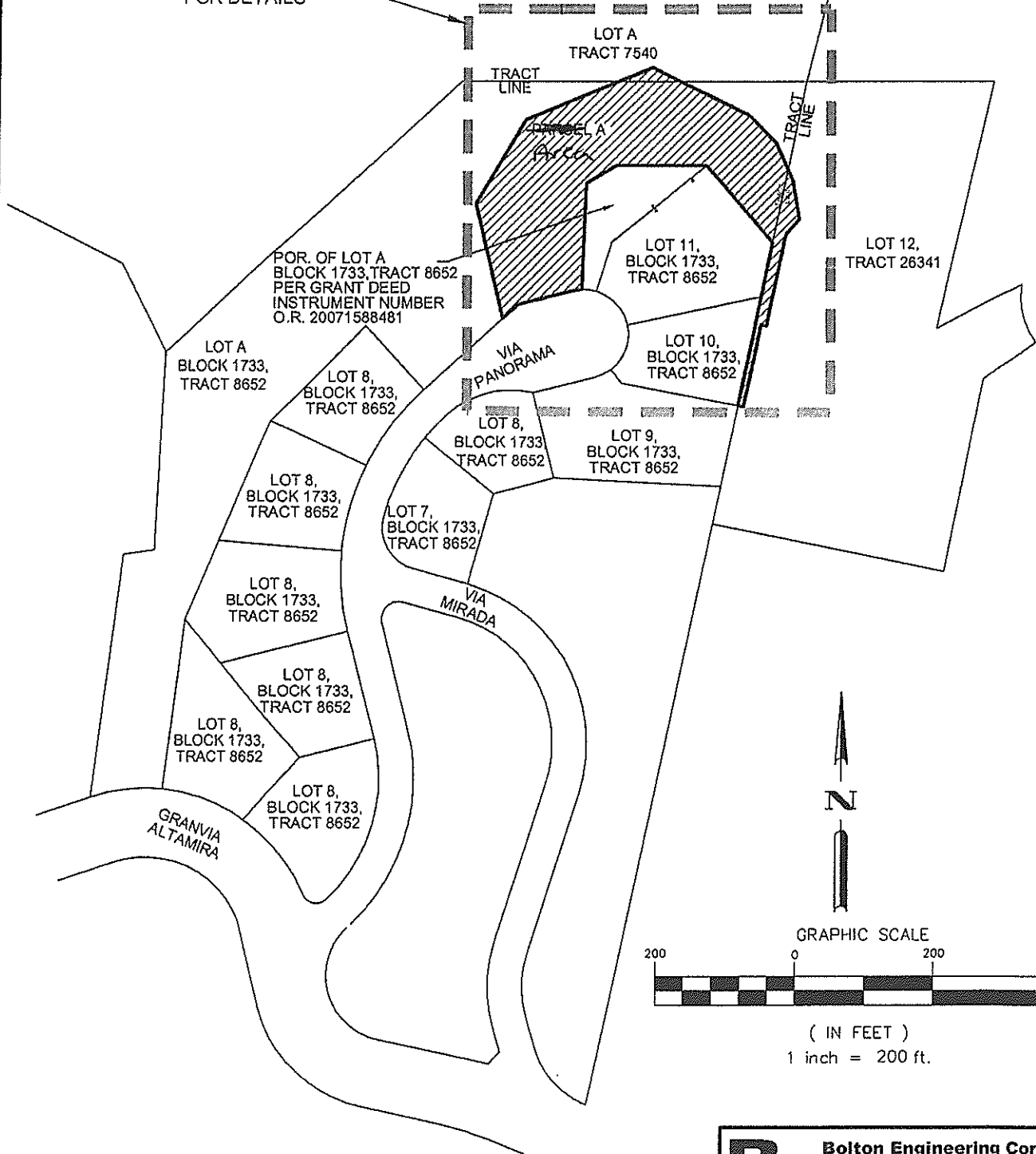
DATE

**EXHIBIT B
PROPERTY MAP**

EXHIBIT "B"
 Area ~~PARCEL A~~ **PARCEL A**
LEGAL DESCRIPTION OF ADDITIONAL AREA
SHEET 1 OF 3

Area A

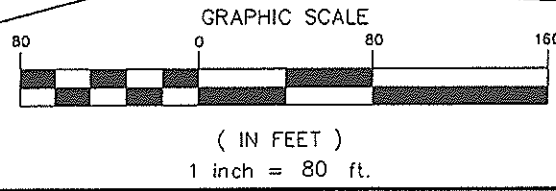
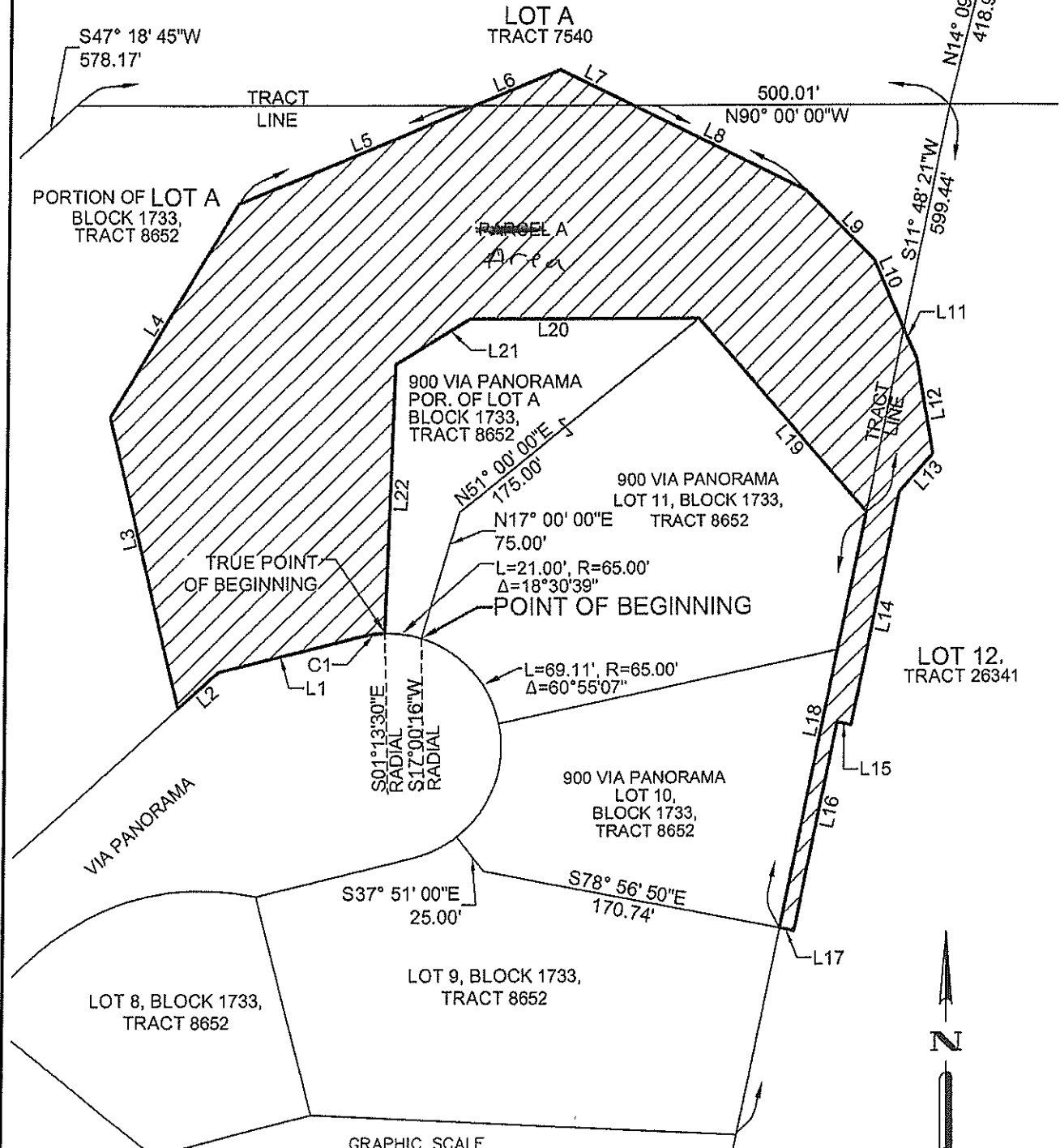
SEE SHEET 2
FOR DETAILS




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

EXHIBIT "B"
 LEGAL DESCRIPTION
 OF ADDITIONAL AREA
 SHEET 2 OF 3

Area ~~Parcel A~~ LA
 Area A



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

Area ~~PARCEL A~~
EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREA Area A
SHEET 3 OF 3

Parcel Table- Parcel A			
Line #/Curve #	Length	Direction/Delta	Radius
C1	14.23'	012°32'37"	65.00'
L1	81.57'	S75° 57' 00"W	
L2	30.82'	S47° 46' 30"W	
L3	170.82'	N13° 38' 09"W	
L4	141.69'	N31° 07' 01"E	
L5	144.69'	N67° 23' 03"E	
L6	53.61'	N67° 23' 03"E	
L7	46.43'	S63° 38' 17"E	
L8	109.59'	S63° 38' 17"E	
L9	55.79'	S44° 16' 41"E	
L10	42.66'	S23° 40' 31"E	
L11	18.67'	S23° 40' 31"E	
L12	55.29'	S09° 29' 24"E	
L13	28.99'	S42° 31' 34"W	
L14	135.81'	S11° 48' 21"W	
L15	7.82'	N77° 50' 33"W	
L16	121.49'	S11° 48' 21"W	
L17	8.24'	N78° 56' 11"W	
L18	242.08'	N11° 48' 21"E	
L19	146.21'	N40° 41' 40"W	
L20	130.00'	N90° 00' 00"W	
L21	50.50'	S59° 00' 00"W	
L22	153.12'	S02° 01' 45"W	



Bolton Engineering Corp.
 25834 Norbonne Avenue Ste. 210
 Lomita, Ca. 90717
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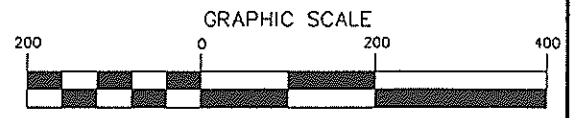
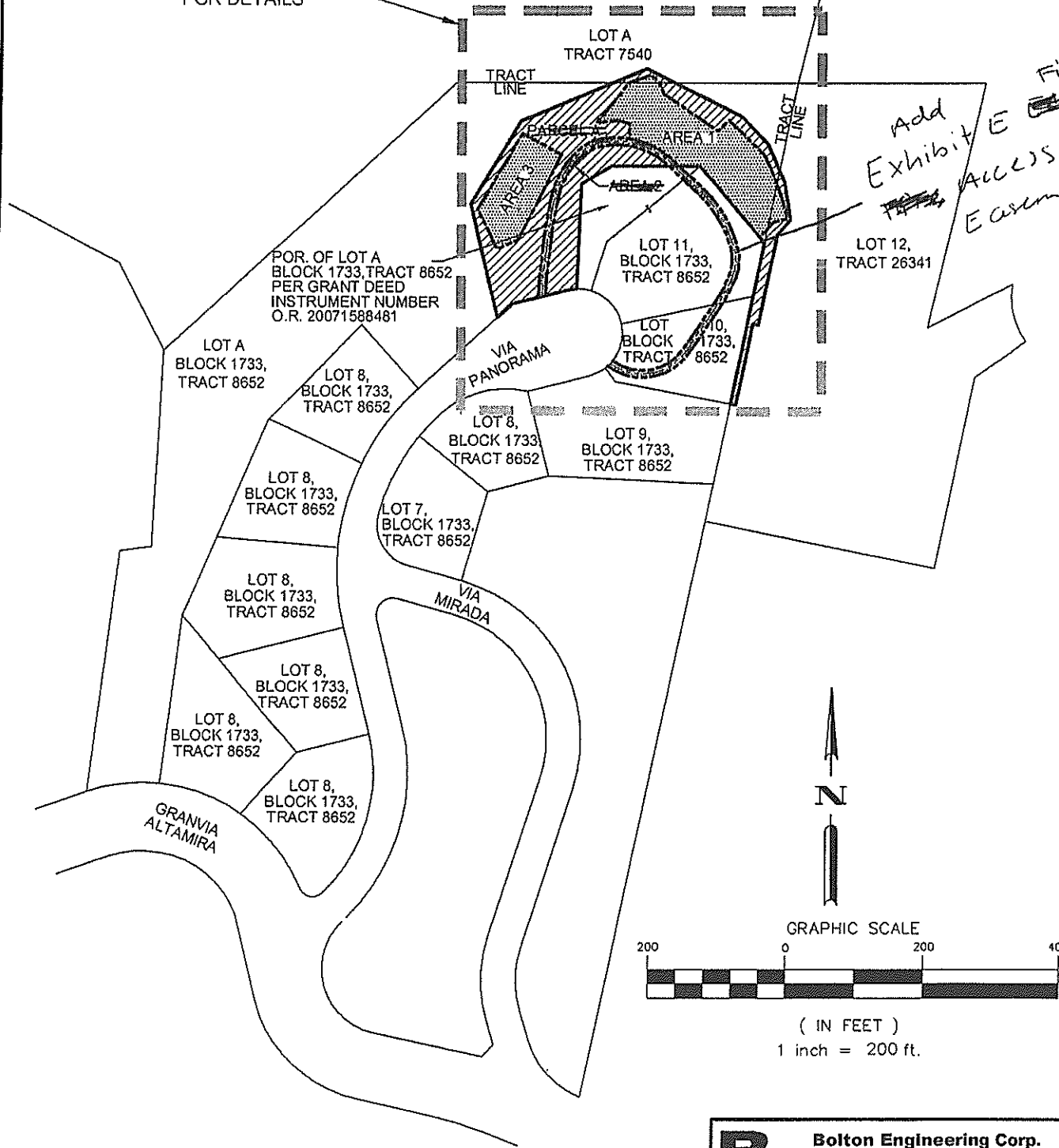
EXHIBIT ~~100~~ B

LEGAL DESCRIPTION OF ADDITIONAL AREAS

SHEET 1 OF 4

SEE SHEET 2
FOR DETAILS

*Add
Exhibit E
Fire
ACCESS
Easement*

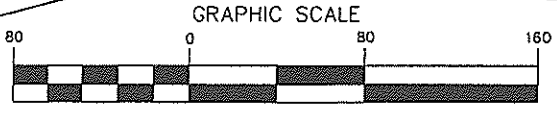
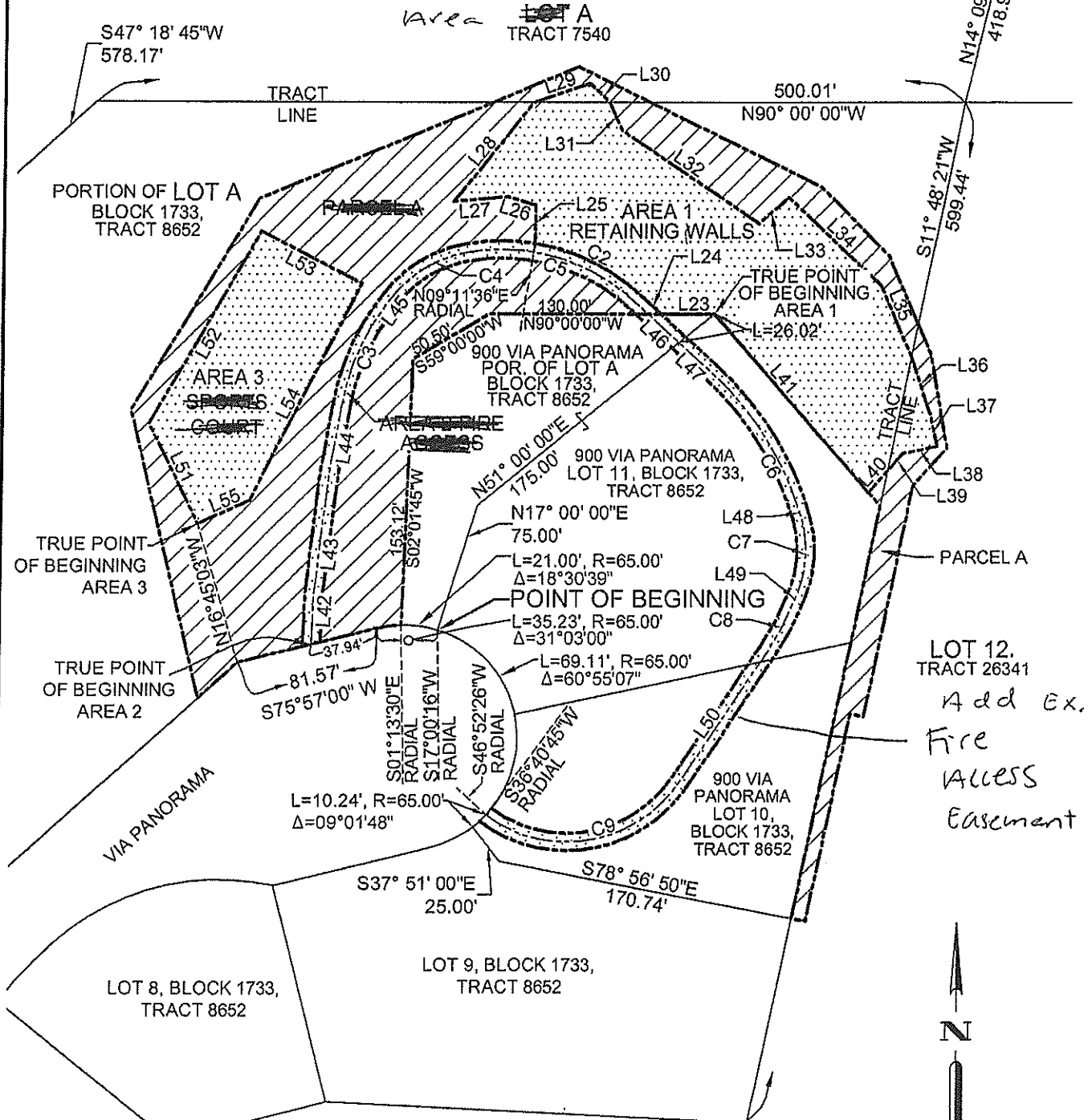


(IN FEET)
1 inch = 200 ft.

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

EXHIBIT ~~10~~ B

LEGAL DESCRIPTION OF ADDITIONAL AREAS SHEET 2 OF 4



(IN FEET)
1 inch = 80 ft.

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


LOT 12.
TRACT 26341
Add Ex. E
Fire
Access
Easement

EXHIBIT ~~12~~ B
 LEGAL DESCRIPTION
 OF ADDITIONAL AREAS
 SHEET 3 OF 4

Parcel Table- Area 1			
Line #/Curve #	Length	Direction/Delta	Radius
L23	30.50'	N90° 00' 00"W	
L24	14.31'	N46° 51' 25"W	
C2	70.90'	033°51'03"	120.00'
L25	21.80'	N01° 28' 14"E	
L26	17.17'	N73° 44' 50"W	
L27	31.15'	S85° 10' 03"W	
L28	73.26'	N38° 54' 47"E	
L29	34.44'	N71° 43' 24"E	
L30	15.72'	S46° 36' 20"E	
L31	17.27'	S23° 22' 57"E	
L32	95.37'	S55° 41' 39"E	
L33	22.70'	N48° 56' 32"E	
L34	73.24'	S46° 33' 00"E	
L35	45.14'	S23° 13' 38"E	
L36	35.73'	S18° 30' 58"E	
L37	17.79'	S11° 06' 09"E	
L38	20.22'	S78° 08' 50"W	
L39	13.08'	S41° 19' 15"W	
L40	16.73'	S41° 19' 15"W	
L41	135.76'	N40° 41' 40"W	



Bolton Engineering Corp.
 25834 Norbonne Avenue Ste. 210
 Lomita, Ca. 90717
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EXHIBIT  B
 LEGAL DESCRIPTION
 OF ADDITIONAL AREAS
 SHEET 4 OF 4

Parcel Table- Area 2			
Line #/Curve #	Length	Direction/Delta	Radius
L42	29.19'	N02° 04' 55"E	
L43	69.90'	N06° 34' 58"E	
L44	38.76'	N09° 36' 03"E	
C3	62.18'	026°23'26"	135.00'
L45	5.00'	N35° 59' 29"E	
C4	53.82'	044°03'01"	70.00'
C5	106.31'	052°57'59"	115.00'
L46	33.00'	S46° 59' 31"E	
L47	26.08'	S46° 59' 31"E	
C6	94.11'	029°08'47"	185.00'
L48	3.60'	S17° 50' 44"E	
C7	45.26'	039°53'30"	65.00'
L49	6.91'	S22° 02' 45"W	
C8	29.79'	011°22'38"	150.00'
L50	90.67'	S33° 25' 23"W	
C9	126.64'	093°15'22"	77.80'

Parcel Table- Area 3			
Line #/Curve #	Length	Direction/Delta	Radius
L51	64.31'	N26° 27' 12"W	
L52	128.00'	N30° 04' 46"E	
L53	65.00'	S62° 26' 47"E	
L54	139.90'	S26° 45' 41"W	
L55	32.96'	S66° 06' 05"W	

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

Exhibit C
AREA 3
~~SPORTS COURT AREA~~ Accessory Structures

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

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

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'00", AN ARC DISTANCE OF 35.23 FEET;

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

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

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

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

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

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

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

CONTAINS 10,280 SQUARE FEET, MORE OR LESS.

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

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Ross N. Bolton RCE 26120

DATE

EXHIBIT 404
5005

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

EXHIBIT ~~140~~ D

AREA 1
RETAINING WALL AREA

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

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

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

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

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

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

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°51'03" AN ARC DISTANCE OF 70.90 FEET (C2) TO A NON-TANGENT POINT ON SAID CURVE, A RADIAL LINE TO SAID POINT BEARS NORTH 9°11'36" EAST;

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

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

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

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

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

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

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

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

THENCE NORTH 48°56'32" EAST, 22.70 FEET (L33);

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

THENCE SOUTH 23°13'38" EAST, 45.14 FEET (L35) TO THE WESTERLY LINE OF LOT 12, TRACT 26341;

THENCE SOUTH 18°30'58" EAST, 35.73 FEET (L36);

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

EXHIBIT ~~140~~
~~1015~~

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

THENCE SOUTH 41°19'15" WEST, 13.08 (L39) FEET TO THE EASTERLY LINE OF LOT A, TRACT 8652;

THENCE CONTINUING SOUTH 41°19'15" WEST, 16.73 (L40) TO THE NORTHEASTERLY LINE OF LOT 11, BLOCK 1733, TRACT 8652;

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

CONTAINS 22,265 SQUARE FEET, MORE OR LESS.

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

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Ross N. Bolton RCE 26120

DATE

EXHIBIT E
FIRE ACCESS LEGAL DESCRIPTION

Exhibit E
Fire ~~ACCESS~~
~~ACCESS~~ ACCESS EASEMENT

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

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

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'00", AN ARC DISTANCE OF 35.23 FEET;

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

THENCE DEPARTING FROM SAID RIGHT OF WAY, NORTH 02°04'55" EAST, 29.19 FEET (L42);

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

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

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

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

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

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

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

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

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

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

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°53'30" AN ARC DISTANCE OF 45.26 FEET (C7);

THENCE SOUTH 22°02'45" WEST, 6.91 FEET (L49) TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 150.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'38" AN ARC DISTANCE OF 29.79 FEET (C8)

THENCE SOUTH 33°25'23" WEST, 90.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTH WESTERLY, HAVING A RADIUS OF 77.80 FEET (L50);

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

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

CONTAINS 8,213 SQUARE FEET, MORE OR LESS.

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

PREPARED BY **BOLTON ENGINEERING CORPORATION:**

Ross N. Bolton RCE 26120

DATE

EXHIBIT *TC*
4 OF 5

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

City Clerk
City of Palos Verdes Estates City Hall
320 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Order No.:
Escrow No.:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$ - 0 -

Computed on full value of property conveyed, or

Computed on full value less liens and encumbrances remaining at time of sale.

Unincorporated area City of _____

For valuable consideration, receipt of which is hereby acknowledged, the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Grantor") hereby remise(s), release(s) and forever quitclaim(s) to the CITY OF PALOS VERDES ESTATES, a municipal corporation, organized and existing under the general laws of the State of California ("Grantee"), the real property ("Property") in the County of Los Angeles, State of California, described as Lot C and Lot D of Tract 7331, together with all tenements and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, Grantor has executed this instrument this 19 day of July 2012.

GRANTOR:

Palos Verdes Homes Association

By: Dale P. Hoffman
Dale P. Hoffman, President

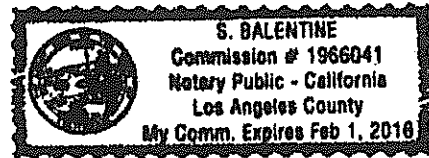
State of California)
)
County of Los Angeles)

On July 19 2012, before me, S. Balentine a Notary Public in and for said State, personally appeared Dale P. Hoffman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in he/she/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

S. Balentine
Signature of Notary Public



Agreed and accepted this ___ day of July 2012

GRANTEE:

City of Palos Verdes Estates

By: _____

ATTEST:

By: _____
Judy Smith, City Clerk

State of California)
)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

State of California)
)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature of Notary Public