

**RESOLUTION NO. 2018-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, CALIFORNIA, APPROVING AN AMENDMENT TO THE SHORELINE PARK LICENSE AGREEMENT, EXTENDING THE TERM IN PERPETUITY TO ALLOW THE DEVELOPER TO ACCESS THE SHORELINE PARK PROPERTY AND PERFORM ITS HABITAT MAINTENANCE AND MANAGEMENT OBLIGATIONS UNDER THE HCP.**

WHEREAS, on June 1, 1992, the City Council of the City of Rancho Palos Verdes (the "City") adopted Resolution No. 92-53, certifying Environmental Impact Report (EIR) No. 36 and adopted Resolution Nos. 92-54, 92-55, 92-56, 92-57, approving Vesting Tentative Tract Map Nos. 50666 and 50667, Tentative Parcel Map Nos. 20970 and 23004, Conditional Use Permit Nos. 162 and 163, Coastal Development Permit No. 103 (the "CDP"), and Grading Permit No. 1541 for a Residential Planned Development, an 18-hole public golf course, and public open space on an approximately 261.4 acre property located in the City (the "Property") for what is now known as the Trump National Golf Club Project (the "Project"), and currently owned by VH Property Corp. (the "Developer") and VHPS, LLC (the "Owner"); and,

WHEREAS, the mitigation measures imposed on the Project under the EIR included requirements that the developer take affirmative steps to preserve and enhance certain sensitive habitats, including the northern portions of Shoreline Park owned by the City; and,

WHEREAS, pursuant to the mitigation measures imposed on the Project under the EIR, Developer's and Owner's predecessor-in-interest, Ocean Trails, L.P. ("Original Developer"), entered into (i) that certain Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan, which was subsequently amended pursuant to that certain Habitat Conservation Plan Amendment, approved by the City Council of City on July 18, 2000 (as so amended, the "Amended HCP"), and (ii) that certain Implementing Agreement, which was amended pursuant to that certain Amendment to the Implementing Agreement; and,

WHEREAS, the Amended HCP and Amendment to the Implementing Agreement were entered into in order to address changes to the Original Developer's habitat restoration and maintenance requirements as a result of a landslide that occurred on the Property and other nearby property, and called for the use of an additional portion of Shoreline Park (the southerly portion), which is owned by the City; and,

WHEREAS, in connection with the Amended HCP and Amendment to the Implementing Agreement, on September 5, 2000, the Original Developer and City entered into that certain Shoreline Park License Agreement ("License Agreement"), which was recorded in the Official Records of Los Angeles County ("Official Records") on September 18, 2000, as Instrument No 00-1456232, and which provided for, among

other things, (i) Original Developer's rights of non-exclusive use of approximately 11.4 acres of property owned by the City, located in the southern portion of Shoreline Park ("Original Licensed Area"), and its obligations to perform certain revegetation, habitat restoration and enhancement work on the Original Licensed Area as set forth under the HCP, (ii) Original Developer's obligations to install certain public amenities within Shoreline Park, (iii) Original Developer's payment of \$82,527 to City as consideration for its non-exclusive use of the Original Licensed Area, and (iv) City's agreement to allow Original Developer's (and its successors and assigns) access and entry upon the Original Licensed Area; and,

WHEREAS, the term of the License Agreement is set to expire in September 2021; and,

WHEREAS, it has been proposed that the City approve an amendment to the License Agreement in order to, among other things, extend the term of the License Agreement in perpetuity to facilitate the Developer's continued maintenance and management responsibilities on portions of the Shoreline Park area as required under the HCP and Amendment to Implementing Agreement, and expand the Original Licensed Area to provide access rights to the northern portion of the Shoreline Park area that Developer is obligated to maintain and manage under the HCP and Amendment to Implementing Agreement, as set forth in the Amendment to License Agreement attached hereto as Exhibit A; and,

WHEREAS, after review and consideration, the City Council has determined that it is in the best interest of the City and for the common benefit of residents and visitors, for the Amendment to License Agreement to be approved.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

**Section 1:** The above recitals are true and correct and are hereby incorporated into this Resolution as set forth herein.

**Section 2:** The City Council hereby approves the Amendment to License Agreement attached hereto as Exhibit A, along with any minor, non-substantive changes and modifications to the Amendment to License Agreement that may be approved by the City Attorney and Director of Community Development.

**Section 3:** The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents as may be necessary to implement and affect execution, recordation and enforcement of this Resolution.

PASSED, APPROVED, and ADOPTED this 4<sup>th</sup> day of September 2018.

Mayor:

Susan Brooks

**ATTEST:**

## City Clerk

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss  
CITY OF RANCHO PALOS VERDES )

I, Emily Colborn, City Clerk of the City of Rancho Palos Verdes, do hereby certify that the above Resolution No. 2018-\_\_, was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on September 4, 2018.

## **CITY CLERK**

**EXHIBIT "A"**

**Amendment to License Agreement**

[ATTACHED]

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

CITY OF RANCHO PALOS VERDES  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, CA 90275-5391  
Attn: City Clerk

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(Space Above for Recorder's Use)

**FIRST AMENDMENT TO SHORELINE PARK LICENSE AGREEMENT**

This **FIRST AMENDMENT TO SHORELINE PARK LICENSE AGREEMENT** ("Amendment") is made as of \_\_\_\_\_, 2018 (the "Effective Date"), by and among **VH PROPERTY CORP.**, a Delaware corporation ("Developer"), and **VHPS, LLC**, a Delaware limited liability company ("VHPS"), together with Developer, collectively, "Owners"), on the one hand, and the **CITY OF RANCHO PALOS VERDES**, a municipal corporation organized and existing under the laws of the State of California ("City"), on the other hand. City and Owners are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

A. On September 5, 2000, the Owners' predecessor-in-interest, Ocean Trails, L.P. ("Original Developer") and City entered into that certain Shoreline Park License Agreement ("License Agreement"), which was recorded in the Official Records of Los Angeles County ("Official Records") on September 18, 2000, as Instrument No 00-1456232, and which provided for, among other things, (i) Original Developer's rights of non-exclusive use of approximately 11.4 acres of property owned by the City, located in the southern portion of "Shoreline Park" (the "Original Licensed Area"), and its obligations to perform certain revegetation, habitat restoration and enhancement work on the Original Licensed Area as set forth under that certain Habitat Conservation Plan Amendment, approved by the City on July 18, 2000, which amended Original Developer's obligations under that certain Habitat Conservation Plan (known as the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan) (as so amended, the "HCP") approved by City and the United States Fish and Wildlife Service ("USFWS") and the Department of Fish and Game ("DFG"), (ii) Original Developer's obligations to install certain public amenities within Shoreline Park ("Public Amenities Obligations"), (iii) Original Developer's payment of \$82,527 to City as consideration for its non-exclusive use of the Original Licensed Area ("License Payment"), and (iv) City's agreement to allow Original Developer's access and entry upon the Original Licensed Area. The Parties acknowledge and agree that prior to the date hereof (a) the Public Amenities Obligations have been performed in full, (b) the License Payment has been paid to City.

B. Pursuant to the terms of the HCP, and in order to facilitate Original Developer's environmental restoration efforts, the County of Los Angeles and City previously agreed

to record certain offers to dedicate conservation easements in perpetuity in favor of DFG over certain portions of Shoreline Park, which were recorded in the Official Records on December 18, 1997, as Instrument No. 97-1990231, and on September 18, 2000, as Instrument No. 00-1456233, respectively.

C. Owners have succeeded to the interest of Original Developer as the owners of that certain property located in the City, more particularly described on Exhibit B, attached hereto (the "**Golf Course Property**"), upon which Developer (or its predecessor-in-interest) has constructed an 18 hole golf course, driving range, golf clubhouse, and is in the process of completing the development of the project known as the Trump National Golf Club Project (formerly known as the Ocean Trails Project), which includes a residential planned development (the "**Project**"), as set forth in that certain Development Agreement for the Project, dated November 20, 1997, and recorded on December 8, 1997 in the Official Records as Instrument No. 97-1929840, which was subsequently amended from time to time pursuant to sixteen amendments prior to the date hereof (such Development Agreement, together with all such amendments, collectively, the "**Development Agreement**"). In connection with the Development Agreement, Owners' predecessors-in-interest to the Golf Course Property executed that certain Declaration of Restrictions, which was recorded in the Official Records on December 8, 1997 as Instrument No. 97-1929842 (the "**Original Declaration**"), and which provided for certain maintenance obligations of Original Developer with respect to the property subject to the HCP.

D. The HCP, together with that certain Implementing Agreement for the HCP, which was subsequently amended pursuant to that certain Amendment to the Implementing Agreement for the Ocean Trails HCP, approved by the City Council of City on July 18, 2000 (as so amended, the "**Amended Implementing Agreement**"), require Owners (as successors-in-interest to Original Developer) to perform certain long term maintenance and management work on the Licensed Area (as defined below, which area is expanded from the Original Licensed Area to include the conservation easement area in the northern portion of Shoreline Park) pursuant to the mitigation measures imposed on the Project, all as more particularly described in the HCP and Amended Implementing Agreement.

E. The term of the License Agreement is currently set to expire in September 2021. Concurrently herewith, Owners and City are entering into an Amended and Restated Development Agreement ("**Restated Development Agreement**") to address, among other things, an extension of the term of the Development Agreement, changed assumptions and conditions for the development of the Project, including, without limitation, their desire to revise the development plans for the Project and the Owners' maintenance and management obligations with respect to certain habitat conservation and restoration areas and other uses and improvements located on Owners' property and on certain property owned by the City. In connection therewith, the Original Declaration is being amended and restated in its entirety to address certain changes and modifications to the maintenance obligations of Owners (as successors-in-interest to Original Developer, as defined below) under the Original Declaration (such amended and restated declaration, the "**Declaration**").

F. The Parties wish to amend the License Agreement in order to, among other things, (i) extend the term of the License Agreement in perpetuity to facilitate Owners'

continued maintenance and management responsibilities on the Licensed Area as required under the HCP, the Amended Implementing Agreement, and the Declaration, (ii) expand the licensed area from the Original License Area to include the northern portion of Shoreline Park that is subject to the conservation easement, and (iii) provide for Owners' continued maintenance and management responsibilities on both the Northern and Southern portions of Shoreline Park as described on Exhibit A attached hereto (the "**Licensed Area**") as required under the HCP, the Amended Implementing Agreement, and the Declaration.

G. The Parties wish to memorialize such amendments pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Defined Terms. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the License Agreement. All references to "Developer" under the License Agreement shall mean and refer to VH Property Corp. and/or VHPS, LLC, either individually, or collectively, as the context may require. All references to "Development Agreement" under the License Agreement, shall mean and refer to the Restated Development Agreement as such term is defined in the Recitals to this Amendment.

Exhibit B. Exhibit B to the License Agreement shall be replaced with the Exhibit A attached hereto, which shall be described and known as the "Legal Description of Shoreline Park Conservation Easement".

Section 8. Section 8 of the License Agreement, entitled "Term" shall be amended and restated in its entirety as follows:

"8. Term. The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect so long as the Project, including, without limitation, the golf course and golf clubhouse (currently known as the Trump National Golf Club), or any modification of said development remains in existence in or upon any part of the Owners' property, and thereby confers benefit upon the Owners' property, unless earlier terminated by either party, as provided herein."

Sections 9 and 12.3 Corrections. The use of the term "Easement" under Sections 9 and 12.3 of the License Agreement shall be amended and restated to reference the "Licensed Area" as defined in this Amendment. The use of the phrase "the Project or in connection with" under Section 9 shall be deleted.

Section 15. Section 15 of the License Agreement, entitled "Notices" shall be amended and restated in its entirety as follows:

"15. Notices. All notices, including, without limitation, all approvals and consents, required or permitted under this Agreement shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to a party at its address shown below, or to any other notice address designated in writing by such party. Any notice so delivered by messenger shall be deemed delivered upon actual delivery. Any notice so delivered by US mail shall be deemed delivered three (3) days after deposit in the US Mail.

TO CITY: City of Rancho Palos Verdes  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275  
Attn: [City Manager][CITY TO CONFIRM]

AND TO: Aleshire & Wynder, LLP.  
2361 Rosecrans Ave., Suite 475  
El Segundo, CA 90245  
Attn: William Wynder

TO DEVELOPER: VH Property Corp.  
dba Trump National Golf Club Los Angeles  
One Trump National Drive  
Rancho Palos Verdes, CA 90275  
Attn: Jill A. Martin

AND TO: VH Property Corp.  
dba Trump National Golf Club Los Angeles  
725 Fifth Avenue  
New York, NY 10022  
Attn: Alan Garten, Chief Legal Officer

TO VHPS: VHPS, LLC  
c/o One Trump National Drive  
Rancho Palos Verdes, CA 90275  
Attn: Jill A. Martin

AND TO: VHPS, LLC  
725 Fifth Avenue  
New York, NY 10022  
Attn: Alan Garten, Chief Legal Officer"

Recordation; Binding Effect of Amendment. Promptly following the Parties' execution of this Amendment, this Amendment shall be recorded against the Golf Course Property and the Licensed Area, and the License Agreement and this Amendment shall be binding upon the City and its successors in interest, each Owner, and any subsequent owner(s) of any portion of the Golf Course Property (which, for the avoidance of doubt shall exclude any owner of an individual residential lot).

Continuing Effect of License Agreement. Except as expressly modified or amended by this Amendment, all provisions of the License Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the License Agreement, it shall mean the License Agreement as amended by this Amendment.

Effect on Prior Agreements. Nothing in this Amendment shall relieve Owners or City of their respective obligations and duties, if any, under the HCP, the Amended Implementing Agreement, the Switchback Easement, or the Shoreline Park License Agreement, except as expressly set forth herein.

Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

Amendments. No amendment to or modification of this Amendment or the License Agreement shall be valid unless made in writing and approved by both City and Owners (or their successors-in-interest). The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Incorporation of Recitals and Exhibits. The Recitals and attached Exhibits are hereby incorporated into this Amendment by this reference as though fully set forth in full.

Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

*[Signatures Appear on the Following Pages]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their lawfully authorized officers.

**DEVELOPER:**

VH PROPERTY CORP.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**VHPS:**

VHPS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**CITY:**

CITY OF RANCHO PALOS VERDES, a  
municipal corporation

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Susan M. Brooks, Mayor

**ATTEST:**

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Emily Colborn, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

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William W. Wynder, City Attorney

**NOTARY ACKNOWLEDGMENT**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

**EXHIBIT A**

**Description / Depiction of the Licensed Area**

**(Northern and Southern Shoreline Park Property)**

**[LEFT OUT INTENTIONALLY]**

**EXHIBIT B**

**Description / Depiction of the Golf Course Property**

[ATTACHED]

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## EXHIBIT A

## Parcel 1:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, Alloted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A.C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South  $9^{\circ} 03' 10''$  West 25.00 feet to the center line of Palos Verdes Drive South as shown on said Map; thence South  $80^{\circ} 56' 50''$  East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North  $26^{\circ} 14' 29''$  East; thence South  $28^{\circ} 27' 25''$  West 637.88 feet, thence South  $56^{\circ} 48' 36''$  West 494.64 feet to the true point of beginning of the Parcel being hereby described; thence North  $38^{\circ} 28' 00''$  West 1054.66 feet; thence South  $53^{\circ} 58' 21''$  West 408.04 feet; thence South  $14^{\circ} 55' 53''$  West 155.24 feet; thence South  $62^{\circ} 14' 52''$  West to the ordinary high tide line of the Pacific Ocean; thence following said ordinary high tide line in a general Southeasterly direction to the intersection with a line described as: Beginning at the said true point of beginning; thence South  $56^{\circ} 48' 36''$  West 300.00 feet to point "A" hereinafter referred to; thence South  $45^{\circ} 20' 20''$  West, to the said ordinary high tide line; thence continuing along the boundary lines of the parcel being hereby described, North  $45^{\circ} 20' 20''$  East to said Point "A"; thence North  $56^{\circ} 48' 36''$  East 300.00 feet to the true point of beginning.

Except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcel 102, as shown on said L.A.C.A. Map No. 51.

## Parcel 2:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the Action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South  $9^{\circ} 03' 10''$  West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said map; thence South  $80^{\circ} 56' 50''$  East along said center line 684.82 feet to the true point of beginning of the parcel being hereby described; thence South  $80^{\circ} 56' 56''$  East along said center line 268.28 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North  $26^{\circ} 14' 29''$  East, said point being designated as point "B" for the purpose of this description; thence continuing Southeasterly along said curve 381.55 feet; thence South  $20^{\circ} 02' 10''$  East 113.33 feet; thence South  $43^{\circ} 16' 43''$  West to the ordinary high tide line of the Pacific Ocean; thence in a general Northwest direction along said high tide line to the intersection with a line described as beginning at the above described point "B"; thence South  $28^{\circ} 27' 25''$  West 637.88 feet; thence South  $56^{\circ} 48' 36''$  West 794.64 feet to a point "A" hereinafter referred to; thence South  $45^{\circ} 20' 48''$  West to the ordinary high tide line of the Pacific Ocean; thence continuing

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along the boundary line of the Parcel being hereby described, North 45° 20' 20" East to the hereinbefore described point "A"; thence North 56° 48' 36" East 300.00 feet thence North 38° 28' 00" West 351.49 feet; thence North 56° 48' 36" East 438.55 feet; thence North 28° 27' 25" East 290.84 feet; thence North 9° 03' 10" East 150.00 feet to said true point of beginning.

Except therefrom that portion within the boundary lines of Palos Verdes Drive South, as shown on map CSB-1082-3 on file in the office of the County engineer of said County, and as described in deed to the County of Los Angeles, recorded on December 23, 1952 as Instrument No. 3469 in Book 40587 Page 284, Official Records of said County.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 3:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County. Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 531.55 feet; thence South 20° 02' 10" East 113.33 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 1200 feet, the beginning of said last mentioned curve being the true point of beginning of the Parcel being hereby described; thence Southeasterly along said curve 1051.00 feet thence South 70° 15' 35" East 461.13 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 2000.00 feet; thence Southeasterly along said curve 1175.00 feet; thence non-tangent to said curve South 48° 21' 42" West 719.45 feet; thence South 80.00 feet; thence South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence in a general Westerly and Northwesterly direction along said high tide line to the intersection with a line bearing South 43° 16' 43" West from the true point of beginning; thence North 43° 16' 43" East to the true point of beginning.

Except therefrom that portion of said land included within the land as described in a Parcel A in the final order of condemnation entered on Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded January 4, 1968 as Instrument No. 2021, Official Records of said County, said Parcel A was amended by a order nunc pro tunc entered in said Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded June 27, 1968 as Instrument No. 3089.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

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Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed

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by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 100, 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 4:

A Strip of land 12.00 feet wide, measured at right angles, in Lot 102 of L.A.C.A. No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, extending from the Southwesterly line of Palos Verdes Drive South, as shown on said map, in a Southerly direction to the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52202 Page 21 Official Records of said County, bounded on the West by the Easterly boundary of Tract No. 16540, as per map recorded in Book 625 Pages 76 and 77 of Maps, records of said County and bounded on the East by a line that is parallel with said Easterly boundary and 12.00 feet, measured at right angles, Easterly therefrom.

Assessors Parcel No: 7564-021-006,004,003

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That portion of Lot 102 of L.A.C.A. Map No. 51, in the City of Rancho Palos Verdes, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, Described as follows:

Beginning at the intersection of a line that is parallel with and 12.00 feet, measured at right angles, Easterly of the Easterly boundary of Tract No. 16540, as per map recorded in Book 625, Pages 76 and 77 of Maps, records of said County, with the Southwesterly line of Palos Verdes Drive South, 132 feet wide, as shown on said map; thence along said parallel line, South  $15^{\circ} 32' 46''$  West 122.01 feet and South  $15^{\circ} 20' 00''$  West 105.52 feet to the intersection thereof with the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52201 Page 21 of Official Records of said County; thence South  $38^{\circ} 28' 00''$  East along said Northeasterly boundary, a distance of 688.30 feet to the most Westerly corner of the land described as Parcel 2 in a deed recorded as Document No. 1826 on July 18, 1956, in Book 51769 Page 241 of said Official Records; thence along the Northwesterly boundary of said Parcel 2, North  $56^{\circ} 48' 36''$  East 438.55 feet, North  $28^{\circ} 27' 25''$  East 290.84 feet and North  $9^{\circ} 03' 10''$  East 100.00 feet to the Southwesterly line of Palos Verdes Drive South, 100 feet wide, as described in a deed to said County of Los Angeles, Recorded as Document No. 3469 on December 23, 1952, in Book 40587, Page 284 of said Official Records; thence Northwesterly along said Southwesterly line North  $80^{\circ} 56' 50''$  West 684.82 feet and North  $9^{\circ} 03' 10''$  East 10.00 feet to the Southwesterly line of Palos Verdes Drive South, 132 feet wide as shown on map of said Tract No. 16540; thence Northwesterly along said last mentioned line, being a curve concave Northeasterly and having a radius of 2040 feet, an arc distance of 219.19 feet to the point of beginning.

Assessors Parcel No: 7564-021-005

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Order No. 264003 - E

**Parcel 1:**

That portion of Lot H of the Rancho Los Palos Verdes, in the City of Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of Partition in the action "Bixby et al. vs. Bent et al" Case No. 2373 in the District Court of the 17th Judicial District of said State, in and for said County and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, and together with all of Tract 30583, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 813 Pages 32 to 34 inclusive of Maps, in the office of the County Recorder of said County. Described as a whole as follows:

Beginning at the intersection of the ordinary high tide line of the Pacific Ocean with the Southeasterly line of Lot 99 of L.A.C.A. No. 51 or the Southwesterly prolongation of said Southeasterly line, as said Lot is shown on map recorded in Book 1 Page 1 Assessors Maps, in said recorders office; thence along said prolongation and or Southeasterly line North 46° 00' 00" East to an angle point in the Easterly boundary of said Parcel 99; thence along said Easterly boundary North 15° 00' 00" East to the Southwesterly line of the land described in the deed to Pacific Telephone and Telegraph Co., a corporation, recorded April 2, 1958 as Instrument No. 591, in Book D68 Page 550, Official Records of said County; thence along the boundary of the land described in said deed; as follows:

North 54° 18' 50" West 105.93 feet and North 35° 41' 10" East 100 feet to most Westerly corner of the land described in deed to the Pacific Telephone and Telegraph Company, a corporation, recorded April 2, 1958 as Instrument No. 518 in Book D60 Page 546, of Official Records of said County; thence along the Northwesterly boundary of the land described in the last mentioned deed North 35° 41' 10" East to the Northerly boundary of Lot 98 of said L.A.C.A. Map No. 51 thence in a general Westerly direction along the Northerly boundaries of lots 98, 99, 100, 101 and 102 as shown on said L.A.C.A. Map No. 51 to the beginning of a non-tangent curve concave Southwesterly and having a radius of 500 feet; thence Southeasterly along said curve to the centerline of Paseo Del Mar, as described in Parcel 2-1 part A in the deed to the City of Rancho Palos Verdes recorded October 10, 1975 as Instrument No. 5051, in Book D6830 Page 354, Official Records of said County; thence along said centerline as follows:

South 9° 25' 15" West 81.63 feet; Southeasterly along a tangent curve concave Northeasterly and having a radius of 650 feet an arc distance of 904.04 feet South 70° 16' 05" East 906.84 feet and Southeasterly along a tangent curve concave Southwesterly and having a radius of 2000 feet an arc distance 1175 feet to the Northerly boundary of said Tract No. 30583; thence along the Northerly boundary of said Tract 30583 and along the boundary lines of the land as described in Parcel 1 the deed to Adams Land Co., et al., recorded July 18, 1956 as Instrument No. 1826, in Book 51769 Page 241, Official Records of said County as follows:

South 48° 21' 42" West 719.45 feet, South 80 feet and South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence Easterly and Southeasterly along said ordinary high tide line to the point of beginning.

Except therefrom that portions of said land included within the Lot 1, of Tract No. 31530, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 852, Pages 73 and 74 of Maps, in said recorders office.

**Parcel 2:**

Those portion of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors Map, in the office of the County Recorder of said County. Described as follows:

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Beginning at a point in the Northerly boundary of said 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South  $13^{\circ} 05' 18''$  East; thence Westerly along said curve 383.45 feet; thence South  $35^{\circ} 41' 10''$  West 523.40 feet to the most Westerly corner of the herein described Parcel; thence South  $54^{\circ} 18' 50''$  East 150.00 feet; thence North  $75^{\circ} 22' 00''$  East 234.92 feet; thence North  $35^{\circ} 41' 10''$  East 577.91 feet to the point of beginning.

Parcel 3:

Those portions of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors maps, in the office of the County Recorder of said County, Described as follows:

Commencing at the point in the Northerly boundary of said Lot 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South  $13^{\circ} 05' 18''$  East; thence Westerly along said curve 383.45 feet; thence South  $35^{\circ} 41' 10''$  West 523.40 feet to the true point of beginning of this description; thence South  $54^{\circ} 18' 50''$  East 150.00 feet; thence North  $75^{\circ} 22' 00''$  East 234.92 feet; thence South  $35^{\circ} 41' 10''$  West 280.80 feet; thence North  $54^{\circ} 18' 50''$  West 300.00 feet; thence North  $35^{\circ} 41' 10''$  East 100.00 feet to the true point of beginning.

Assessors Parcel No: 7564-019-003,001,004,Ptn 002  
7564-020-101,102,103,104,105

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**Leasehold interest in:**

That portion of Lot 100 of Los Angeles, County Assessor's Map No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the Recorder of the County of Los Angeles, State of California, described as follows:

Beginning at the Northwesterly terminus of that certain curve in the proposed centerline of Paseo Del Mar 100 feet wide shown on Los Angeles County Surveyor's Map No. B1156 revised January, 1965, as having a radius of 2000.00 feet and a length of 1801.62 feet; thence Southeasterly along said curve a distance of 1175.00 feet, through a central angle of  $33^{\circ} 39' 41''$  to the Easterly line of the land described in the deed recorded in Book D 3522, Pages 577 to 580 inclusive of Maps in the Office of the County Recorder of said County; thence along said Easterly line South  $48^{\circ} 21' 12''$  West 50.20 feet to a point on the sideline of said Paseo Del Mar a radial to which bears North  $53^{\circ} 31' 22''$  East being also the true point of beginning of this description; thence continuing along said Easterly line South  $48^{\circ} 21' 12''$  West 525.68 feet; thence North  $41^{\circ} 38' 48''$  West 661.96 feet, to a point on a non-tangent curve concave Northwesterly and having a radius of 392.00 feet, a radial to said point bears South  $42^{\circ} 51' 21''$  East; thence Northeasterly along said curve through a central angle of  $18^{\circ} 12' 42''$ , a distance of 124.60 feet; thence tangent to said curve North  $28^{\circ} 55' 57''$  East 302.10 feet to the beginning of a tangent curve concave Southerly having a radius of 27.00 feet; thence Easterly and Southeasterly along said curve through a central angle of  $91^{\circ} 45' 29''$ , a distance of 43.24 feet to a point on the Southwesterly sideline of said Paseo Del Mar; thence Southeasterly along the Southwesterly sideline of said Paseo Del Mar on a curve having a radius of 1950.00 feet, concave Southwesterly; through a central angle of  $22^{\circ} 49' 56''$ , a distance of 777.07 feet to the true point of beginning.

Assessor's Parcel No: 7564-021-901 and 7564-021-902

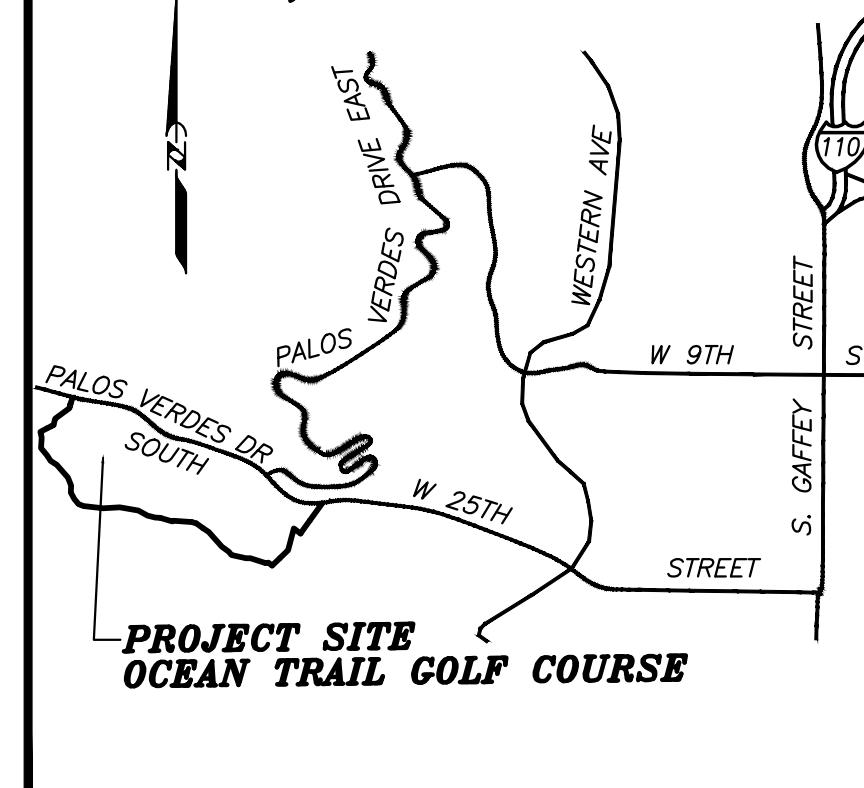
97 1929840

# TRUMP NATIONAL GOLF CLUB

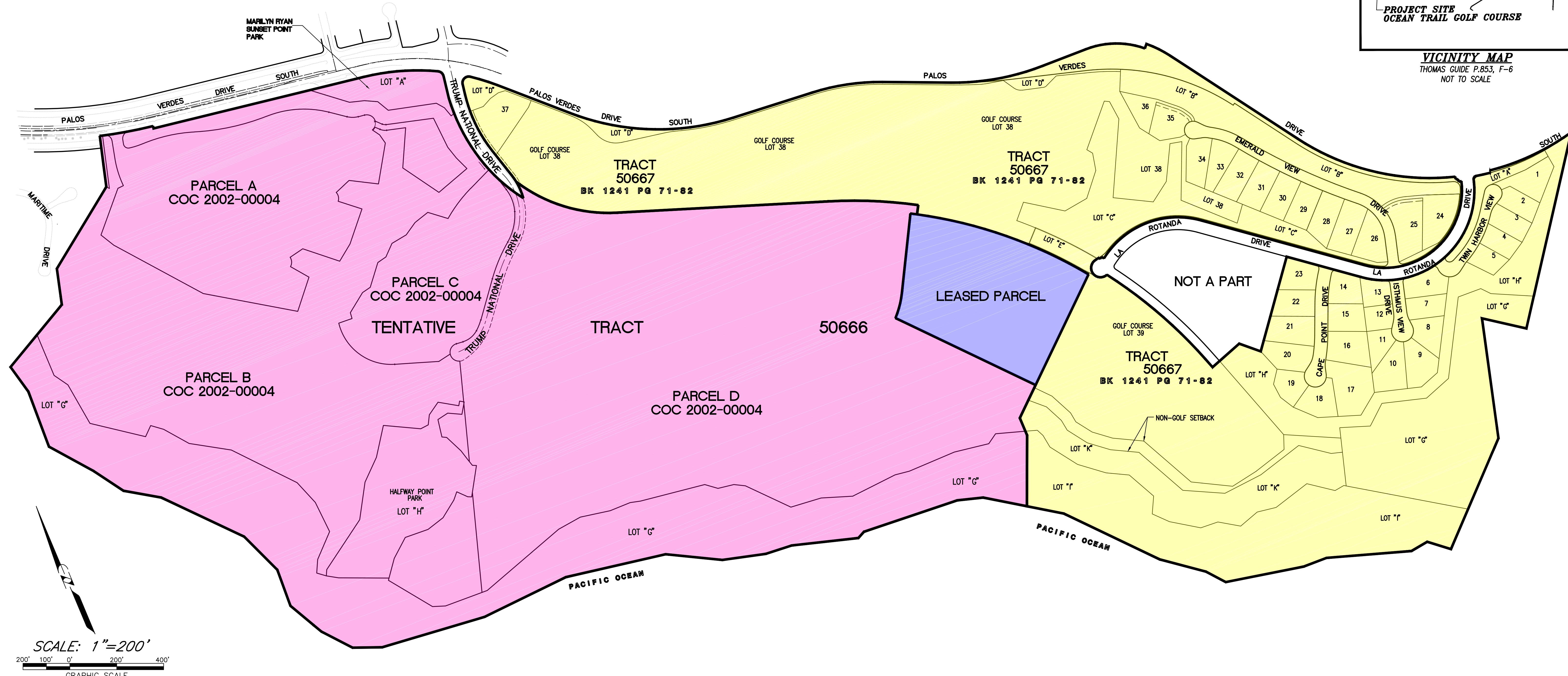
**CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES**

# STATE OF CALIFORNIA

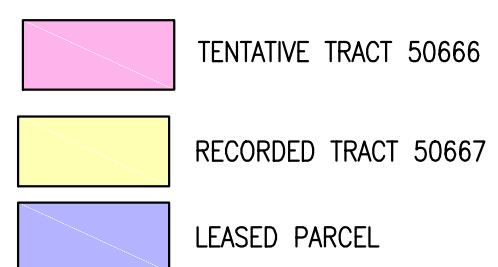
***IN THE CITY OF RANCHO PALOS  
VERDES, STATE OF CALIFORNIA***



**VICINITY MAP**  
THOMAS GUIDE P.853, F-6  
NOT TO SCALE



## LEGEND



**PREPARED FOR:**  
**V H PROPERTY CORP /**  
**TRUMP ORGANIZATION**  
**ONE TRUMP NATIONAL DRIVE**  
**RANCHO PALOS VERDES,**  
**CALIFORNIA 90275**  
**TEL: (310) 345-4501**

**CITY OF RANCHO PALOS VERDES**  
*TRUMP NATIONAL GOLF CLUB*  
**CURRENT BOUNDARIES**  
**OF**  
**TRACT 50666 AND TRACT 50667**

**SHEET**  
1 **OF**  
1 **SHTS**