

79- 753506

FIRST AMERICAN TITLE COMPANY - LOS ANGELES

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BUCHALTER, NEMER, FIELDS & CHRYSTIE
700 South Flower Street, Suite 700
Los Angeles, California 90017
Attention: Michael G. Smooke

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
41 11 41 11 R A.M. JUL 10 1979
Recorder's Office

EASEMENT AGREEMENT

FEE \$ 13.00

This Easement Agreement is made this 11th day of December, 1979 by and between SOUTHWEST PROPERTIES, S.A. (hereinafter called "Grantor") and ROGER S. WOLK AND MARILYN S. WOLK, husband and wife and KENNETH R. CHIATE AND JEANNETTE CHIATE, husband and wife (hereinafter collectively called "Grantee").

WHEREAS, Grantor is the owner of certain property in the County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto and incorporated by this reference herein (the "Servient Tenement"); and

WHEREAS, Grantee is the owner of certain real property adjoining the Servient Tenement to the East, more particularly described on Exhibit "B" attached hereto and incorporated by this reference herein (the "Dominant Tenement"); and

[Handwritten initials]

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WHEREAS, Grantee desires to obtain an access easement over a portion of the Servient Tenement and Grantor desires to convey such access easement to Grantee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Grantor hereby grants to Grantee an easement for beach access over that portion of the Servient Tenement described on Exhibit "C", attached hereto and incorporated by this reference herein. Said beach access easement may be used solely by owners of the Dominant Tenement. The easement granted herein may not be dedicated for public use.

2. The easement granted herein is appurtenant to the Dominant Tenement and is not exclusive.

3. Grantee shall, at Grantee's sole cost and expense, install and maintain the landscaping and improvements necessary to provide access from the Dominant Tenement to the Servient Tenement in a manner reasonably satisfactory to Grantor.

4. Grantee does hereby indemnify and hold harmless Grantor from and against any loss, damage, claim of damage, liability or expense arising from Grantee's use of the easement granted herein.

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5. The cost of necessary repair and maintenance of the paved portion of the easement shall be paid jointly by Grantor and Grantee. Grantor shall maintain the paving and shall bill Grantee for Grantee's share thereof, which shall be paid within ten (10) days of sending of such bill.

5. Any modification to this Agreement shall be of no force and effect unless modified in writing and signed by the party to be charged.

6. In event of any controversy, claim or dispute relating to this Agreement or any breach thereof, the prevailing party shall be entitled to recover from the losing party, reasonable attorneys' fees and costs.

7. The obligations and indemnifications of the parties set forth above shall cease as to each original party from and after such time as said party shall sell or convey its entire interest in its respective property, but shall thereafter be binding upon each successive transferee of the respective properties.

8. Subject to the provisions of paragraph 7 above, this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors and assigns to the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed
this Agreement the day and year first hereinabove written.

GRANTOR:

SOUTHWEST PROPERTIES, S.A.

By [Signature]

Title President

GRANTEE:

[Signature]
Dr. Roger S. Wolk

[Signature]
Marilyn S. Wolk

[Signature]
Kenneth R. Chiato

[Signature]
Jeannette Chiato

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~~STATE OF CALIFORNIA)
PITKIN) ss.
COUNTY OF LOS ANGELES)~~

~~On _____, before me, the undersigned, a
Notary Public in and for said State, personally appeared
_____ known to me to be the
President, and _____ known to me to be
Secretary of the corporation that executed the within instru-
ment, 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 within
instrument pursuant to its by-laws or a resolution of its
board of directors.~~

~~WITNESS my hand and official seal.~~

~~Notary Public in and for said
County and State~~

~~STATE OF CALIFORNIA)
PITKIN) ss.
COUNTY OF LOS ANGELES)~~

~~On June 31 1979 before me, the undersigned, a
Notary Public in and for said State, personally appeared
Dr. Roger S. Wolk, known to me to be the person whose name
is subscribed to the within instrument and acknowledged that
he executed the same.~~

~~WITNESS my hand and official seal.~~

~~
Notary Public in and for said
County and State~~

79-753506

COLORADO
STATE OF CALIFORNIA)
PITKIN) ss.
COUNTY OF LOS ANGELES)

On January 31, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Marilyn S. Wolk, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.


Notary Public in and for said
County and State

COLORADO
STATE OF CALIFORNIA)
PITKIN) ss.
COUNTY OF LOS ANGELES)

On January 31, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Chiato, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.


Notary Public in and for said
County and State

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COLORADO
STATE OF CALIFORNIA)
PITKIN) ss.
COUNTY OF LOS ANGELES)

On January 31, 1979 before me, the undersigned, a
Notary Public in and for said State, personally appeared
Jeannette Chiâte, known to me to be the person whose name is
subscribed to the within instrument and acknowledged that
she executed the same.

WITNESS my hand and official seal.


Notary Public in and for said
County and State

79- 756566

DESCRIPTION

Lot 15 in Block 2 of Tract No. 12935, in the county of Los Angeles, State of California, as per map recorded in Book 248 Pages 39 and 40 of Maps, in the office of the County Recorder of said County.

Except any portion of said land lying outside of the patent lines of the Rancho Topanga Malibu Sequit, 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.

Also except therefrom all minerals, oil, petroleum, gas, coal and other hydrocarbon substances, but without right of entry, as reserved in deed from Marblehead Land Company, filed for record April 7, 1943.

Except therefrom all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances in, on, under or within said land, but without the right to go upon or under said land as contained in the deed from Marblehead Land Company, recorded in Book 11913 Page 227 of Official Records.

EXHIBIT A

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DESCRIPTION: COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Lot 14 in Block 2 of Tract No. 12935, as per map recorded in Book 248 Pages 39 and 40 of Maps, in the office of the county recorder of said county.

EXCEPT that portion of said lot, described as follows:

Beginning at a point in the Easterly line of said Lot 14, distant South $6^{\circ} 33' 33''$ East 262.37 feet from the Northeast corner of said lot; thence South $73^{\circ} 08' 40''$ West 112.50 feet to a point hereafter referred to as Point "A"; thence South $3^{\circ} 48' 35''$ East 302.28 feet; thence South $44^{\circ} 19' 42''$ East 35.85 feet; thence North $68^{\circ} 21' 57''$ East 198.88 feet to the Easterly line of said Lot 14; thence North $6^{\circ} 33' 28''$ West 362.02 feet to the point of beginning.

ALSO EXCEPT all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances, in, on, within and under said land, but without right of entry, as in deed from Marblehead Land Company, filed for record June 4, 1943 in Book 20011 Page 350, Official Records.

ALSO EXCEPT from said land any portion thereof which at any time was tide land, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

EXHIBIT B

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An easement, 10.00 feet in width, over portions of Lots 14 and 15, Block 2, Tract No. 12935, as per map recorded in Book 248, Pages 39 and 40, of Maps, in the office of the County Recorder of Los Angeles County, State of California, lying 5.00 feet on each side of the following described centerline:

Commencing at the northwesterly corner of said Lot 14, thence along the southwesterly line of said Lot 14,

- 1st:- South 39°00'50" East, 727.33 feet; thence at right angles thereto,
- 2nd:- South 50°59'10" West, 7.89 feet to the true point of beginning for this description; thence,
- 3rd:- South 48°23'22" East, 57.31 feet; thence,
- 4th:- South 31°29'12" East, 29.88 feet; thence,
- 5th:- South 1°16'58" East, 31.88 feet; thence,
- 6th:- South 24°52'58" West, 27.19 feet; thence,
- 7th:- South 46°14'37" West, 31.47 feet; thence,
- 8th:- South 55°48'19" West, 116.13 feet; thence,
- 9th:- South 41°15'14" West, 24.00 feet; thence,
- 10th:- South 15°24'10" East, 28.46 feet; thence,
- 11th:- South 71°13'38" East, 23.22 feet; thence,
- 12th:- North 54°56'49" East, 88.19 feet; thence,
- 13th:- North 84°28'37" East, 65.05 feet to an intersection and terminus with the westerly line of said Lot 14.

The easterly and westerly sidelines to terminate northerly in a line passing through the true point of beginning at right angles to that certain course hereinabove described as having a bearing and distance of "South 48°23'22" East, 57.31 feet".

The northerly and southerly sidelines to be prolonged or foreshortened so as to terminate southerly in said westerly line of Lot 14.

EXHIBIT C