

RECORDED IN OFFICIAL RECORDS
 RECORDER'S OFFICE
 LOS ANGELES COUNTY
 CALIFORNIA
 1 MIN. 3 P.M. JAN 10 1989
 PAST.

RECORDING REQUESTED BY AND RETURN TO
 ROBERT S. CANTER, ESQ.
 315 So. Beverly Dr., #508
 Beverly Hills, CA 90212

89- 48041

GRANT OF EASEMENT

FEE \$13 N
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THIS AGREEMENT made this 22nd day of December, 1988, by and between HASKELL WEXLER, hereinafter referred to as "GRANTOR", and GERALDINE SEFFENSE, hereinafter referred to as "GRANTEE".

RECITALS

A. GRANTOR is the sole owner of certain real property commonly referred to as 19618 Pacific Coast Highway, Malibu, California, hereinafter referred to as the "Servient Tenement" and described as follows:

A portion of Lot 5, Section 31, Township 1 South, Range 16 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of the Survey of said land on file in the Bureau of Land Management, lying Southerly of the Southerly line of the Pacific Coast Highway, as said Southerly line was established on January 1, 1945, said parcel being more particularly described as follows:

Beginning at a point on the Southerly line of said Pacific Coast Highway which bears South 23 44' 00" East 40 feet, from Engineers Center line Station 100 plus 22.08 at the Easterly extremity of that certain center line course, of said highway described as "North 66 16' 00" East 670.60 feet" in the deed from Southern Counties Land Company to the State of California, recorded in Book 11716 Page 337, Official Records; thence Easterly along a curve concave to the South and having a radius of 1210 feet being also tangent to the Southerly line of said Pacific Coast Highway, a distance of 315 feet to a point to which a radial line of said curve bears North 8 49' 03" West, said point being the TRUE POINT OF BEGINNING; thence continuing along said curve a distance of 86.25 feet; thence South 7 09' 07" West 115, more or less, to a point in the ordinary high tide line of the Pacific Ocean, as found by survey on April 17, 1947; thence Westerly along said tide line to the intersection of said tide line with the above mentioned radial line which bears South 8 49' 03" East from the true point of beginning; thence along said radial line North 8 49' 03" West 119 feet, more or less, to the True Point of Beginning.

B. GRANTEE is the owner of certain real property commonly known as 19620 Pacific Coast Highway, Malibu, California, hereinafter referred to as the "Dominant Tenement" and described as follows:

A portion of Lot 5, Section 31, Township 1 South, Range 16 West, San Bernardino Meridian, according to the official plat of the survey of

DOCUMENTARY TRANSFER TAX \$ 0
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
 OR COMPUTED ON FULL VALUE LESS LIENS AND
 ENCUMBRANCES REMAINING AT TIME OF SALE.
 Signature of Declarant or Agent determining tax. Firm Name

CONVEYANCE OF AN EASEMENT AND THE CONSIDERATION
 AND VALUE IS LESS THAN \$100

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said land on file in the Bureau of Land Management, lying Southerly of the Southerly line of the Pacific Coast Highway, as said Southerly line was established on January 1, 1945, said parcel being more particularly described as follows:

Beginning at a point in the Southerly line of said Pacific Coast Highway which bears South 23 44' 00" East 40 feet from Engineers Center Line Station 100 plus 22.08 at the Easterly extremity of the certain center line course of said highway described as "North 66 16' 00" East 670.60 feet" in the deed from Southern Counties Land Company to the State of California, recorded in Book 11716, Page 337, Official Records; thence Easterly along a curve concave to the South and having a radius of 1210 feet, being also tangent to the Southerly line of said Pacific Coast Highway, a distance of 240 feet to the true point of beginning; thence continuing along said curve a distance of 75.00 feet to a point to which a radial line bears North 8 49' 03" West; thence South 8 49' 03" East along said radial line 119 feet more or less to the ordinary high tide line of the Pacific Ocean as found by survey on April 17, 1947; thence Westerly along said tide line to the intersection of said tide line with that radial line which bears South 12 22' 08" East from the true point of beginning; thence North 12 22' 08" West 130 feet more or less to the said true point of beginning.

C. GRANTOR represents that GRANTOR has the legal capacity to grant to GRANTEE the easement and rights hereinafter set forth. This easement is without warranty that GRANTOR, in fact, has the right to grant this easement.

D. GRANTOR desires to grant to GRANTEE and GRANTEE desires to acquire from GRANTOR certain rights in the Servient Tenement.

Therefore, it is agreed as follows:

1. For valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to GRANTEE an easement as hereinafter described.

2. The easement granted herein is appurtenant to the Dominant Tenement.

3. For purposes of general reference only, and without regard to the truth or accuracy of any notations relating to mean high tide lines, Exhibit "A" is attached hereto and made a part hereof. The Dominant Tenement is referred to as Parcel 1 on

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Exhibit "A". The Servient Tenement is referred to as Parcel 2 on Exhibit "A". The easement granted herein is the right to maintain and repair that portion of the sea wall, if any, which is within the Servient Tenement. The easement includes the right of the Dominant Tenement to receive more than natural support from the Servient Tenement to the extent that the sea wall is on the Servient Tenement and provides more than natural support to the Dominant Tenement.

4. The easement includes the right to enter upon the Servient Tenement and to have access to conduct maintenance, repairs, reconstruction and/or other work necessary to the exercise of the rights granted in favor of the Dominant Tenement as provided in this Agreement.

5. The cost and expense of maintaining, repairing, constructing or reconstructing the wall and embankment retained by said wall shall be borne solely by GRANTEE and GRANTEE agrees to indemnify and hold the GRANTOR harmless from any cost, expense, or liability of any kind by reason of any such maintenance or repair on the part of GRANTEE.

6. In the event the wall is totally or partially destroyed, GRANTEE or GRANTEE'S successors, heirs, or assigns, shall have the right to reconstruct the same.

7. This Agreement shall be perpetual and shall constitute an easement and a covenant running with the land.

8. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

GRANTOR:

Haskell Wexler
HASKELL WEXLER

GRANTEE:

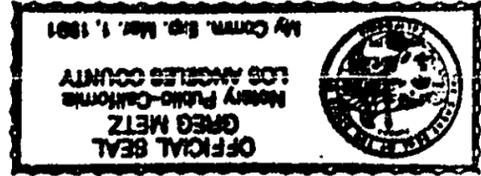
Geraldine Seffense
GERALDINE SEFFENSE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On December 22, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Haskell Wexler, 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.

[Signature]
NOTARY PUBLIC



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On JANUARY 3, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Geraldine Seffense 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.

[Signature: Teresa A. Morales]
NOTARY PUBLIC



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