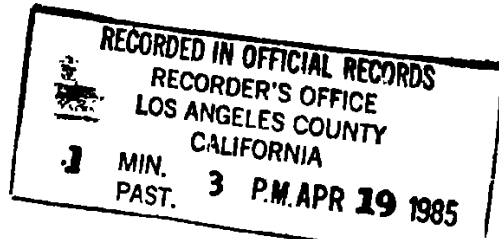


WHEN RECORDED MAIL TO:

L. D. Brown, Esquire  
1888 Century Park East  
Suite 1204  
Los Angeles, CA 90067



CROSS EASEMENT AGREEMENT

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WITH COVENANTS OF USE AND MAINTENANCE

THIS AGREEMENT, dated for reference purposes March 9, 1985, is executed by and between L. DOUGLAS BROWN and LINDA D. BROWN, husband and wife as joint tenants, whose address is 29 Clear Vista Drive Rolling Hills Estates, California 90274 (collectively referred to as "Brown") and SHIRLEY WONG, a married woman as her sole and separate property, whose address is 31 Clear Vista Drive, Rolling Hills Estates, California 90274 (referred to as "Wong") with reference to the following facts:

RECITALS

A. Brown is the owner of that certain improved real property commonly known as 29 Clear Vista Drive, City of Rolling Hills Estates, County of Los Angeles, State of California 90274, which is described more fully in Exhibit "A" attached hereto and incorporated herein (referred to as the "Brown Property").

B. Wong is the owner of that certain improved real property commonly known as 31 Clear Vista Drive, City of Rolling Hills Estates, County of Los Angeles, State of California 90274, which is described more fully in Exhibit "B" attached hereto and incorporated herein (referred to as the "Wong Property").

C. Brown and Wong desire to jointly develop, use and maintain a tennis court and related appurtenances (collectively referred to as "Tennis Court" herein), which will be constructed so that approximately one-half (1/2) lies on the Brown Property and one-half (1/2) lies on the Wong Property, with the center line of the Tennis Court placed on or near the boundary line between the Brown Property and the Wong Property. The Tennis Court will be located as shown on plans prepared by Art Ishida and Associates and approved by the City Council of the City of Rolling Hills Estates, California ("Plans" herein).

D. To achieve the foregoing, it is necessary for Brown to grant Wong and easement over the Brown Property, and necessary for Wong to grant Brown an easement over the Wong Property. The granting of the easements will allow the Tennis Court to be constructed, used and maintained as aforesaid.

E. It is further the desire of Brown and Wong to set forth their agreements as to the use and maintenance of the Tennis Court.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Brown and Wong agree as follows:

1. Grant of Easement from Brown to Wong. Brown hereby grants and conveys to Wong an irrevocable easement appurtenant under, over and across the Brown Property for the purpose of developing, using and maintaining the Tennis Court.

2. Grant of Easement from Wong to Brown. Wong hereby grants and conveys to Brown an irrevocable easement appurtenant under, over and across the Wong Property for the purpose of developing, using and maintaining the Tennis Court.

3. Limitation on Scope of Easements. While Brown and Wong intend that the scope of the easements granted herein shall be limited to the Tennis Court area as set forth in the Plans, the parties agree that the easement shall give the holder of the Dominant Tenement a right to pass over portions of the Servient Tenement which are not covered by the Tennis Court when necessary for maintenance of the Tennis Court or to retrieve errant tennis balls.

4. Development and Maintenance of the Tennis Court. Brown and Wong shall be jointly responsible for the development and maintenance of the Tennis Court. Without limiting the generality of the foregoing, the parties expressly confirm or agree as follows:

(a) That Brown and Wong have jointly selected Pacific Tennis Courts, a qualified general contractor, to construct the Tennis Court in accordance with the Plans.

(b) That Brown and Wong shall each be responsible for the payment of one-half (1/2) of the cost of constructing the Tennis Court in accordance with the Plans.

(c) That upon completion of the Tennis Court, Brown and Wong will maintain the Tennis Court in a condition that is substantially the same as exists when the Tennis Court is newly completed. All required maintenance and repairs will be

completed promptly and in a good and workmanlike manner. Brown and Wong shall each be responsible for the payment of one-half (1/2) of the cost of maintaining the Tennis Court.

5. Use of Tennis Court. The parties shall, from time to time, jointly adopt written rules and regulations governing the use of the Tennis Court. However, it is intended that the following rules and regulations shall apply at all times:

(a) The Tennis Court, once completed, shall be used exclusively for playing or practicing the sport of tennis and for no other purpose.

(b) The use of the Tennis Court shall be limited to Brown and Wong, members of their respective families, and their respective guests.

(c) No objects, equipment or articles of apparel will be allowed on the Tennis Court which may tend to damage it including, without limitation, hard sole shoes or objects having an abrasive surface, e.g. basketballs, roller skates, etc.

(d) Subject only to the requirements of law and/or applicable covenants, conditions and restrictions, Brown and Wong shall both be entitled to use the Tennis Court at any time. However, the parties recognize that conflicts may arise in connection with the use of the Tennis Court and therefore agree that the following use priorities shall exist:

(1) On even numbered days of the month (i.e. the 2nd, 4th, etc.), Wong shall have use priority.

(2) On odd numbered days of the month (i.e. the 1st, 3rd, etc.), Brown shall have use priority.

(3) In any month in which there are 31 days, no party shall have use priority, but any party commencing play shall be entitled to two (2) hours' exclusive and unimpeded use before surrendering the Tennis Court to the other party.

As used herein, "use priority" shall entitle the party possessing same to the exclusive and unimpeded use of the Tennis Court throughout the particular day; provided, however, that if the Tennis Court is not in use, the party without use priority may commence play or practice, but shall surrender the Tennis Court to the party having use priority within 60 minutes after being advised that the party with use priority wishes to use the Tennis Court.

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6. Miscellaneous.

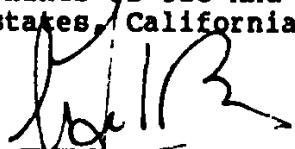
(a) This instrument shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns. As used herein, the terms "Brown" and "Wong" shall mean and refer to both Brown and Wong, and their respective heirs, successors and assigns. Without limiting the generality of the foregoing, it is intended that this instrument shall constitute a covenant running with both the Brown Property and the Wong Property which may be modified or terminated in whole or in part only upon the mutual written agreement of the owner of the Brown Property and the owner of the Wong Property.

(b) This instrument shall be governed by and construed in accordance with the laws of the State of California.

(c) The rights to use the Tennis Court set forth herein may be exercised only by Brown and Wong, and/or their respective family members and/or guests. Such rights may be assigned only to a party that acquires fee simple title to the Brown Property or the Wong Property, and are not otherwise assignable.

IN WITNESS WHEREOF, the parties have executed this Cross-Easement Agreement With Covenants Of Use And Maintenance on March 9, 1985, in Rolling Hills Estates, California.

"BROWN":

  
L. DOUGLAS BROWN

  
LINDA D. BROWN

"WONG":

  
SHIRLEY WONG

STATE OF CALIFORNIA     )  
                                  )    SS  
COUNTY OF LOS ANGELES   )

On March 9, 1985, before the undersigned, a Notary Public for said State, personally appeared L. DOUGLAS BROWN, LINDA D. BROWN and SHIRLEY WONG, known to me to be the persons who executed the within instrument, and they acknowledged to me that they had executed the same.

WITNESS, my hand and official seal.



*Shelly Jay Shafron*  
\_\_\_\_\_  
Notary Public

NOTHING MORE APPEARS ON THIS PAGE

**BROWN PROPERTY  
LEGAL DESCRIPTION**

The following described real property located in the City of Rolling Hills Estates, County of Los Angeles, State of California:

Lot 15 of Tract 31132, as per map recorded in Book 904 of Maps, Pages 76 and 77 in the Office of the County Recorder of Los Angeles County, California.

Said property is commonly known as 29 Clear Vista Drive, Rolling Hills Estates, California.

**NOTHING MORE APPEARS ON THIS PAGE**

**EXHIBIT "A"**

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**WONG PROPERTY  
LEGAL DESCRIPTION**

The following described real property located in the City of Rolling Hills Estates, County of Los Angeles, State of California:

Lot 16 of Tract 31132 as per map recorded in Book 904 of Maps, Pages 76 and 77, in the Office of the County Recorder of Los Angeles County, California.

Said property is commonly known as 31 Clear Vista Drive, Rolling Hills Estates, California.

**NOTHING MORE APPEARS ON THIS PAGE**

**EXHIBIT "B"**

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