

86 1840914

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

DEC 31, 1986 AT 8 A.M

Recorder's Office

FEE \$ 17.00

Recording Requested By
GORDON AND BARBARA MILLMAN

4/2/86
When Recorded Mail To
GORDON AND BARBARA MILLMAN
29214 Bayend Drive
San Pedro, California 90732

De 14784

DOCUMENTARY TRANSFER TAX \$ NONE
FULL VALUE OF PROPERTY CONVEYED,
LESS VALUE OF DEEDS AND
OTHER TAXES AT TIME OF SALE
E. Smith STATE OF CA
Signature of Declarant or Agent determining tax. Firm Name

VALUE IN CONSIDERATION LESS \$100

DEED RESERVING EASEMENT APPURTENANT

Preamble

This Agreement made this 29th day of December, 1986, by and between GORDON MILLMAN and BARBARA P. MILLMAN, husband and wife, hereinafter referred to as "Grantor", and STEVEN D. CRUNK and FRANCINE I. CRUNK, husband and wife, hereinafter referred to as "Grantee".

Recitals

WHEREAS, Grantor is the owner of certain real property located in the City of Rancho Palms Verdes, Los Angeles County, California; and

WHEREAS, Grantor intends to grant to Grantee said property referred to herein as the "Servient Tenement", and described as follows:

Lot 25 of Tract 16010 as per map recorded in Book 353, Pages 26-29 of Maps, in the Office of the County Recorder for Los Angeles County, California.

WHEREAS, after conveyance of the Servient Tenement, Grantor will retain a contiguous property hereinafter referred to as the "Dominant Tenement", and described as follows:

PARCEL 1: The South 100 feet of Lot 24 of Tract 16010, as per Map recorded in Book 353, Pages 26 to 29 of Maps, in the Office of the County Recorder of Los Angeles County, California.

PARCEL 2: An easement for sewer and incidental purposes over the easterly 2.50 feet of Lot 24 of Tract No. 16010,

in the County of Los Angeles, State of California, as per map recorded in Book 353, Pages 26 to 29 inclusive of Maps, in the Office of the County Recorder of Los Angeles County, California.

EXCEPT THEREFROM that portion of said land lying southerly of the northerly line of the southerly 100 feet of said Lot 24.

WHEREAS. Grantor desires to reserve from the grant of the Servient Tenement, an easement in favor of the Dominant Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Servient Tenement

1. Grantor hereby grants to Grantee the Servient Tenement.

Reservation of Easement

2. Grantor reserves from the grant of the Servient Tenement, an easement appurtenant to the Dominant Tenement.

Description of Easement and Use By Dominant Tenement

3. The easement reserved herein is a right to do the following:

a. to plant and maintain a lawn and landscaping and keep the area in a groomed condition;

b. the owners and invitees of the Dominant Tenement to enter upon, walk on, stand on, sit on and otherwise possess said Servient Tenement as a backyard area;

c. to maintain domestic animals and pets thereon;

d. to construct fences thereon;

e. for ingress and egress as to the Dominant Tenement;

f. the right of receiving air, light or heat from or over, or discharging the same upon or over the

property;

g. the right of receiving water over or discharging the same upon the property for the purpose of maintaining the property;

h. the right to grant utility easements over the property.

Location

4. The easement reserved herein is described as follows:

The South 100 feet of Lot 25 of Tract 16010, as per Map recorded in Book 353, Pages 26 to 29 of Maps, in the Office of the County Recorder for Los Angeles County, California.

Exclusiveness and Irrevocability of Easement

5. The easement reserved herein is exclusive and irrevocable.

Secondary Easements

6. The easement reserved herein includes incidental rights of maintenance, repair and replacement, described as follows:

to maintain, repair and replace as a residential backyard area.

Insurance

7. Grantor shall obtain and maintain a policy of public liability insurance in a reasonable amount covering the Servient Tenement and shall cause Grantor to be named thereon as an additional insured.

Indemnity

8. Each party hereto shall indemnify and hold the other harmless from any claims, liabilities, judgments and the like based upon the conduct of the other (whether active or passive) and related to the interest and/or use by the other party of the Servient Tenement.

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Entire Agreement

9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Attorney's Fees

10. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

Binding Effect

11. This instrument 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 instrument the day and year first above written.

GRANTOR:

Gordon Millman
GORDON MILLMAN

Barbara P. Millman
BARBARA P. MILLMAN

GRANTEE:

Steven D. Crunk
STEVEN D. CRUNK

Francine I. Crunk
FRANCINE I. CRUNK

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Addendum to DEED RESERVING EASEMENT APPURTENANT

The following conditions stated in this Addendum are to be recorded with the Deed Reserving Easement Appurtenant dated December 29, 1986 by and between GORDON MILLMAN AND BARBARA P. MILLMAN, husband and wife, hereinafter referred to as "Grantor", and STEVEN D. CRUNK, and Francine I. Crunk, husband and wife, hereinafter referred to as "Grantee."

Insurance

To be added to #7 on original document.

7. The minimum amount of public liability insurance covering the Servient Tenement shall be \$300,000.


Additional Agreement

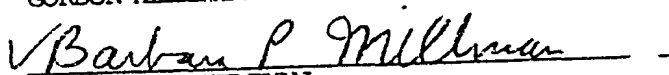
To be part of the original document.

Grantor hereby agrees to pay Grantee the sole amount of \$100.00 per year all due and payable on the First of December of each year. These monies to be used to assist Grantee with property tax payments on property located at 1946 Trudie, Rancho Palos Verdes, CA, 90732. In the event of change of Grantor, payment agreement to Grantee to be increase to 15% of current tax bill of property located at 1946 Trudie, Rancho Palos Verdes, CA.

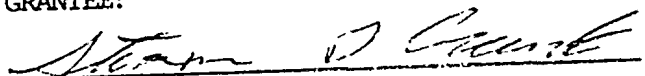
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.


GRANTOR:


GORDON MILLMAN


BARBARA P. MILLMAN

GRANTEE:


STEVEN D. CRUNK

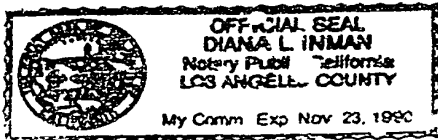

FRANCINE I. CRUNK

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Acknowledgments

State of California)
County of Los Angeles) ss.

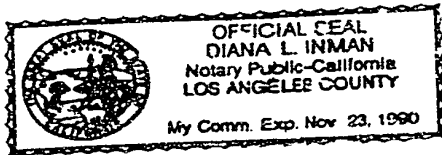
On this 29th day of December, 1986, before me, a Notary Public, personally appeared GORDON MILLMAN, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.



Diana L. Inman

State of California)
County of Los Angeles) ss.

On this 24th day of December, 1986, before me, a Notary Public, personally appeared BARBARA P. MILLMAN, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.



Diana L. Inman

State of California)
County of Los Angeles) ss.

On this 29th day of December, 1986, before me, a Notary Public, personally appeared STEVEN D. FRANK, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.



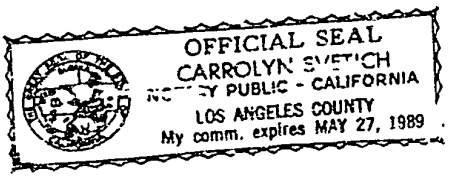
Carolyn Svetich

86 1840914

State of California)
County of Los Angeles) ss.

On this 29th day of December, 1986, before me, a Notary Public, personally appeared FRANCINE I. CRUNK, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Carrolyn Svetich



Real Estate 13/Millman

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