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Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/19/13 AT 08:00AM

FEES:	33.00
TAXES:	0.00
OTHER:	0.00
PAID:	33.00



LEADSHEET



201311190250003

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005898548

SEQ:
08

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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RECORDING REQUESTED BY

USA National Title Company, Inc.



AND WHEN RECORDED MAIL TO

NAME Ms. Laura Westray
ADDRESS 1617 Pacific Coast Highway #A
CITY/STATE/ZIP Redondo Beach, Ca. 90277

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

ENCROACHMENT AGREEMENT

TITLE ORDER NO. 071338587

ESCROW NO. 45204-DH

APN NO. 7505-007-001

8B

**ENCROACHMENT AGREEMENT RE:
101 AND 107 PACIFIC COAST HIGHWAY
REDONDO BEACH, CA 90277**

This Encroachment Agreement, dated as of September 25, 2013, is made by and between the Gary Michael Lane and Kathryn Lane Living Trust dated September 5, 2001) (hereinafter, "Lane") and Michael Brown ("Brown") with reference to the following facts:

WHEREAS, Lane is the owner of the property located at 101 North Pacific Coast Highway, Redondo Beach, California 90278(hereinafter, "Lane Property"), whose legal description is:

101 N. PCH: All of Lot A and a portion of lot B, of the Emerald tract, in the city of Redondo Beach, County of Los Angeles, State of California. Recorded in map book 12, page 161 in the office of the county recorder of said county.

WHEREAS, the Lane Property is improved with a single-story building (the "Lane Building");

WHEREAS, Brown is the owner of the property immediately adjacent to the Lane Property, located at 107 North Pacific Coast Highway, Redondo Beach, California 90278 (hereinafter, the "Brown Property"), whose legal description is:

107 N. PCH: The easterly 90' of lot4 in block 170 in the city of Redondo Beach, County of Los Angeles, State of California. Recorded in map book 39, page 1 of miscellaneous records in the office of the county recorder of said county.

WHEREAS, a triangular shaped portion of the north-east corner of the Lane Building, measuring approximately 18" x 9' encroaches onto the Brown Property (hereinafter, the "Encroachment"). A copy of the survey showing the Encroachment is attached to this Agreement as Exhibit "A"; ✓

WHEREAS, the parties hereby agree that the Encroachment can remain in place until such time that the building located on the Lane Property is demolished, destroyed in its entirety, or structurally altered. Notwithstanding the foregoing, the owners of the Lane Property may make repairs and cosmetic improvements so long as the existing building retains its existing footprint. Any replacement structure shall comply with all set-back requirements then in existence;

WHEREAS, the existing fence located at the north-west rear corner of the Lane Property shall remain, notwithstanding that it may encroach onto the Lane Property. The existing fence is to remain as long as Lane's encroachment exists; and

WHEREAS, the parties intend that this Agreement runs with the land, irrespective of whether Lane and/or Brown sell their respective properties.

NOW, THEREFORE, the parties hereby agree as follows:

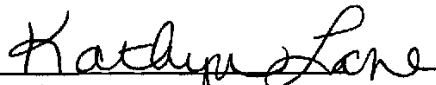
That the Encroachment can remain in place until such time that the building located on the Lane Property is demolished, destroyed in its entirety, or structurally altered. Notwithstanding the foregoing, the owners of the Lane Property may make repairs and cosmetic improvements so long as the existing building retains its existing footprint. Any replacement structure shall comply with all set-back requirements then in existence;

That the existing fence located at the north-west rear corner of the Lane Property shall remain, notwithstanding that it may encroach onto the Lane Property. The existing fence is to remain as long as Lane's encroachment exists; and

That this Agreement runs with the land, irrespective of whether Lane and/or Brown sell their respective properties.



Gary M. Lane, Trustee
of the Gary Michael Lane
and Kathryn Lane Living Trust
Dated September 5, 2001



Kathryn Lane, Trustee
of the Gary Michael Lane
and Kathryn Lane Living Trust
Dated September 5, 2001



Michael Brown

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LOT 3
EMERALD TRACT
M.S. 12-161

107 NORTH P.C.H.

EXISTING
BUILDING

ION OF LOT 4
RALD TRACT

B. 12-161
A 2,149 SF

EXISTING
BUILDING

107 NORTH P.C.H.

N 81°58'32"E
PCC 2.00'

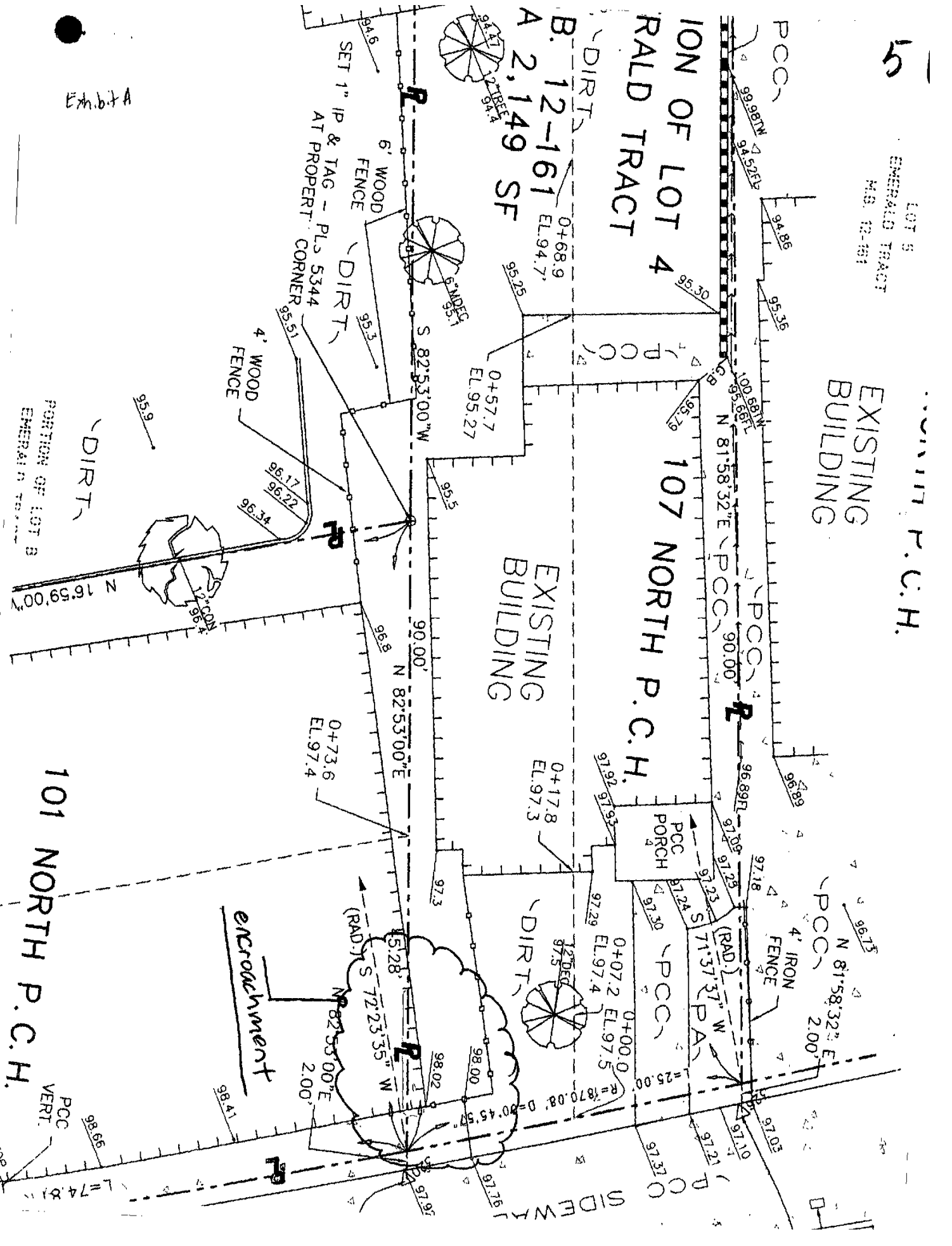
PCC
PORCH

DIRT

encroachment

PORTION OF LOT 3
EMERALD TRACT

Exhibit A



ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 11-6-13 before me, DEBORAH DIANE HOPPS

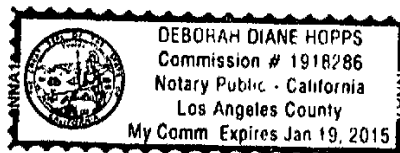
A Notary Public, personally appeared MICHAEL BROWN

who 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 *Deborah Diane Hopps*



(Seal)

ACKNOWLEDGMENT

State of California

County of LOS ANGELES

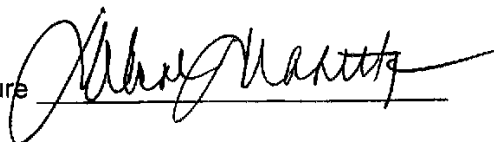
On 11-1-13 before me, DEBORAH DIANE HOPPS _____,

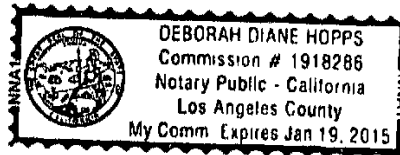
A Notary Public, personally appeared GARY M. LANE AND KATHRYN LANE

who 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 



(Seal)