

WHEN RECORDED, RETURN TO:

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (“Agreement”) is entered into and effective this _____ day of _____, 2021 (the “Effective Date”), by and between Kenneth and Carolyn La Faso, husband and wife, Gevorg and Katelyn Stepanyan, husband and wife, Eric and Melissa Metz, husband and wife, June Grimes, and Gloriane and Kenneth Harris, all owners of property abutting that certain alley located in the City of Culver City, County of Los Angeles, State of California.

RECITALS

WHEREAS, on April 12, 2021, the Culver City City Council adopted Resolution No. 2021-R_____, vacating the alley located just northeasterly of Elenda Street and bounded on the northwest by Lindblade Street and the southeast by Barman Avenue. Said Resolution requires the concurrent recordation of a reciprocal access easement agreement between the parties of this Agreement prior to Resolution No. 2021-R_____ being recorded with the Office of the County Recorder of Los Angeles County.

WHEREAS, KENNETH AND CAROLYN LA FASO are the owners of certain real property located in Culver City, County of Los Angeles, State of California, described on Exhibit A attached hereto and more commonly known as 10860 Lindblade Street, Culver City, California 90230 (“Residence “A”).

WHEREAS, GEVORG AND KATELYN STEPANYAN are the owners of certain real property located in Culver City, County of Los Angeles, State of California, described on Exhibit B attached hereto and more commonly known as 4312 Elenda Street, Culver City, California 90230 (“Residence “B”).

WHEREAS, JUNE GRIMES, is the owner of certain real property located in Culver City, County of Los Angeles, State of California, described on Exhibit C attached

hereto and more commonly known as 10855 Barman Avenue, Culver City, California 90230 (“Residence “C”).

WHEREAS, ERIC AND MELISSA METZ are the owners of certain real property located in Culver City, County of Los Angeles, State of California, described on Exhibit D attached hereto and more commonly known as 4304 Elenda Street , Culver City, California (“Residence D”).

WHEREAS, GLORIANE AND KENNETH HARRIS are the owners of certain real property located in Culver City, County of Los Angeles, State of California, described on Exhibit E attached hereto and more commonly known as 4324 Elenda Street, Culver City, California 90230 (“Residence E”).

WHEREAS, there is an unimproved alley, right-of-way and driveway that runs North and South between, and adjacent to, all of the above Residences (“Alley”), and serves as an ingress and egress access for the garages of Residences A, B and C.

WHEREAS, the owners of residences A, B, C, D and E each and all desire to provide an easement to the others, and to receive an easement from the others, for use of the Alley, and, more specifically, for use as an access for ingress, egress and access to the garages of Residences A, B and C and other access as necessary, and also to provide for improvement, maintenance, repair and security of the Alley, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Benefited Site. The term “Benefited Site” shall mean and refer to the property that is benefited by certain easements and/or rights hereinafter set forth, and consequently constitutes the dominant estate with respect to such easements and/or rights.

1.2 Burdened Site. The term “Burdened Site” shall mean and refer to the property that is burdened by certain easements and/or rights hereinafter set forth, and consequently constitutes the servient estate with respect to such easements and/or rights.

1.3 Occupant. The term “Occupant” shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupancy of Residences A, B, C, D and E under any lease, sublease, license, concession, agreement, or

other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

1.4 Owner. The term “Owner” shall refer, individually, to the owners of the properties described in the Recitals section of this Agreement. The term “Owners” shall refer collectively to the all of the owners named and described in this Agreement.

1.5 Permittees. The term “Permittees” shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Occupants.

1.6 Person. The term “Person” shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

2. Easement Benefiting All Owners: The Owners of each of the Residences/properties A through E, as specified in this Agreement , as the Burdened Sites, hereby grant to the Owners of the other properties, as the Benefited Sites, for the use of the other Owners, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Alley located on or across each of the Owners respective properties for pedestrian and vehicular access , including ingress and egress to the garages of Residences A – C. The access easement shall encompass the full width of the Alley (20 feet) and shall run down the center of the Alley and shall consist of equal portions of each of the Owners’ respective properties which are adjacent to the centerline of the Alley and shall utilize that portion of Owner’s (s’) Alley space (i.e., resulting from the City’s vacation of the Alley to the respective Owners) which is necessary to provide the access.

3. Gating or Fencing: In the event any type of gating or fencing is utilized by the Owners of residences A, B, C, D and E to block or restrict access to the Alley so as to prevent trespassers and afford the Owners a private Alley, the Owners agree to provide access to the City and all utility companies named in Resolution No. 2008-R084. If gates are utilized, one end of the Alley shall be gated by a heavy duty motorized gate, which shall be operated by hard wired electrical power and not by solar power (“Primary Gate”). For the Primary Gate, the Owners agree to provide a Knox key switch to the Culver City Fire Department and remote control devices to other City Departments and utility companies having access rights to the Alley. The other end of the Alley, opposite to the Primary Gate, shall be gated by either (i) a manually operated gate secured by a chain that will accommodate the City’s and utility companies’ locks for individual access, or (ii) a motorized gate operated and accessed similar to the Primary Gate.

4. Non-Interference. No Owner shall park or store any non-operative vehicle, store or place objects of any kind on either a temporary or permanent basis, conduct or run a business or activities in support of a business , conduct a commercial enterprise or any activities in support of a commercial enterprise, conduct or undertake any hobbies or recreational uses, or make any improvements , in, on or to their Residences/properties and the Driveway which in any way unreasonably restrict or interfere with the Driveway and

the reciprocal Driveway easements granted herein. No Owner shall store any items or objects in the Alley other than their City-issued trash cans or receptacles. All Owners agree to move or put their trash cans on the City street in front of their respective residences for regular scheduled trash day pick-up. All Owners agree to place any and all other types of trash, trash bins, or other items to be discarded, donated, recycled or otherwise disposed of, curbside in front of their respective residences for pick up, as applicable, by the City (for regular and/or bulk, large item or other special pick up), private trash or hauling services, charitable organizations , recyclers or from any other entity or persons relative to disposal of such items. In the event an Owner violates this Non-Interference covenant, that Owner hereby agrees that after first being provided 7-days' notice, the Owner will pay for the expenses of disposing or hauling away any such trash, discarded or disposable in a manner and at a cost decided by the simple majority of other Owners.

5. Nature of Easements and Rights Granted.

5.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefited Site, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable Benefited Site.

5.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

5.2.1 create equitable servitudes upon each Owners' property in favor of the other Owners' properties;

5.2.2 constitute covenants running with the land; and

5.2.3 shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

5.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

5.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

5.4 Successors. The obligations set forth in this Section 5 shall be binding on any successors or assigns of the named parties.

6. Maintenance, Insurance and Taxes. The respective Owners of Residences A, B, C, D and E shall continue to be responsible for and pay or cause to be paid all maintenance expenses, insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to their respective properties, regardless of the easements and interests granted or created by this Agreement.

7. Maintenance Responsibilities. All decisions relative to the Alley, including improvements, repairs, maintenance and use of the Alley shall be made by a simple majority of Owners and all Owners agree to be bound by such decisions. The Alley and any Improvements thereto shall be maintained by all respective Owners in a manner that preserves and/or improves the Alley's appearance, functionality, and serviceability. It is agreed by all Owners that the Alley's current condition and appearance, including the poor condition of the Alley dirt and dusty surface and Alley in general, need abatement and improvement. All Owners further agree that the Alley shall be reasonably maintained and kept free of damage, destruction, deterioration, defects, debris, and any other condition that could or would pose a fire, safety, public health, environmental, toxic or other problem or hazard. Notwithstanding the maintenance provisions of Section 6 above, the Owners shall share responsibility and expenses for all maintenance (including repair and replacement, as appropriate) associated with the Alley and any Improvements thereto.

Said maintenance responsibilities shall include, without limitation, any repairs, improvements, and maintenance of such repairs and improvements, to the Alley necessary to ensure the functionality, safety, security and attractive appearance of the Alley including, but not limited to: 1) gating , fencing or otherwise securing and restricting access to the Alley ("gating, etc.") to the Owners and any other parties expressly granted access rights under this easement or otherwise, 2) the maintenance of such gating, etc. 3) improvements to the surface and structure of the Alley, including , but not limited to, grading/re-grading, re-surfacing and/or applying a new surface or topping, including concrete or asphalt, or rock or crushed rock/gravel other cover material, and drainage improvements, 4) any and all other necessary maintenance, repairs, renovations, weed or other landscape or foliage abatement or trimming, drainage improvements and other necessary clean-up.

In the event a simple majority of the Owners agree to and approve an electric gate or gates, fencing or other measures to secure and restrict access to the Alley as above, the costs of such gating or fencing, including materials, labor, repair and maintenance of such gating, as well as any electricity and any other costs necessary for the proper functioning of the gate(s) or fencing shall be shared equally by all of the Owners.

Prior to making any arrangements for maintenance, repair, renovation, abatement or other improvement to the Alley ("maintenance, etc.") the Owner(s) proposing to undertake such maintenance, etc. that would affect the Alley shall provide notice to the other Owners not less than fifteen (15) days prior to the commencement of any such work. Any notice

provided shall include reasonably detailed information concerning the nature and scope of the proposed maintenance, etc. the estimated cost thereof, and shall request the other Owners concurrence in the proposed work. Should any of the Owners receiving the request disagree with the nature, scope and/or costs of such proposed maintenance, the Owners to whom such notice is provided shall request that the Owner(s) providing such notice meet and confer to discuss and, if possible, come to an agreement on the nature, scope and cost of such proposed maintenance, etc. Should the Owners still fail to come to an agreement regarding the nature, scope and cost of such maintenance, etc. OR, should any of the Owners decline to meet and confer regarding such maintenance, etc. the provisions of Section 13.8 shall apply.

In the event that emergency maintenance or repairs are required to or for the Alley and cannot reasonably be delayed for the fifteen (15) day notice period, the Owner proposing emergency maintenance work shall make a reasonable effort to notify the other Owners of the proposed work and to obtain the other Owners expedited concurrence prior to the commencement of such maintenance work. Each of the Owners shall exercise reasonable judgment in arranging for such maintenance, etc. easement/driveway at reasonable cost given any emergent or imminent time constraints. The Owner or Owners making any such arrangements shall make payment to any vendor, contractor, repair or service person(s) performing such maintenance, etc. and shall be entitled to reimbursement from the other Owners with all such costs being shared on an equal basis.

8. Cost-Sharing of Maintenance, Improvements and Repairs. The costs of expenses for maintenance, improvements and repairs to the easement/Alley shall be apportioned on an equal basis amongst all Owners unless a simple majority of Owners agree otherwise. Such costs shall be paid by all Owners at the time they are incurred. Any Owner that fails to so pay such costs when due shall be liable for interest on the unpaid amount of such costs, in an amount to be determined by a simple majority of Owners, as well as any and all expenses associated with collection of said Owner's debt, including legal expenses.

9. Damage to Driveway Improvements and Easement; Violation of Provisions of this Agreement. Each Owner shall refrain from causing any damage, deterioration or excessive wear and tear to the Alley described herein and shall immediately repair, at such Owner's sole cost and expense, any such damage, deterioration or excessive wear and tear caused by that Owner or that Owner's Tenants, Lessees, Sub-Lessees, Occupants or Permittees. If an Owner fails to perform any such required repairs, the other Owners, upon ten (10) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure. Within ten (10) days after delivery of a statement documenting such reasonable repair costs incurred, the non-performing Owner shall reimburse the other Owner(s). If the non-performing Owner fails to pay any reimbursement due, the Owner(s) who has/have incurred the repair costs shall have the right to pursue any and all appropriate action, including legal action, against the non-performing Owner(s), and the non-performing Owner(s) shall be liable for the costs of any legal action necessary to ensure payment of the incurred repair expenses.

In the event an Owner breaches or violates paragraphs 4, 6, 7 and/or 9 of this Agreement, that Owner hereby agrees that, after first being provided 7-days' notice, the Owner will pay for any and all costs or expenses associated with such violation and/or correcting, remedying or repairing any damage caused by such breach or violation . Any items, objects or conditions which constitute a health, safety or fire risk, public or private nuisance or other problem caused by an Owner in breach or violation of this Agreement shall be subject to immediate removal, abatement, or other necessary actions by the other Owners themselves, and the violating Owner shall agree to pay any and all costs associated with same.

In the event any Owner or Owners is/are in repeated, recurrent or chronic breach or violation of paragraphs 4,6,7 and/or 9 of this Agreement, then each time such violation recurs, Owner or Owners shall be subject to and shall pay a fine or fines as determined by a simple majority of the other Owners.

10. Liability Insurance. Each Owner shall maintain a policy of Homeowners/General Liability Insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times, insuring all activities, conditions, operation and usage on or about any of the Owners' property which is burdened by the Alley Easement pursuant to this Agreement. Such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in California. Each Owner shall, upon request of the other, provide evidence to the other Owner of Liability Insurance coverage in accordance with this section. Each Owner shall be liable to the other Owners, and any other persons using the Alley, for any damage to their real or personal property or for their personal injuries caused by that Owner.

11. Indemnification. In the event an Owner or Owners cause(s) or is/are liable or responsible for real and/or personal property damage or personal injuries to the other Owners properties or their persons, or to other persons' property or persons, then to the extent not covered by that responsible Owners'(s') policies of Liability Insurance, each of the responsible Owner(s) identified in this Agreement shall defend, indemnify and hold harmless the Owners of the other properties and all of their employees or agents, from any and all claims, demands, or liability arising from acts or omissions of, or by, that/those responsible Owner(s) or its/their employees or agents, including the responsible Owner's(s') and/or its/their agents', intentional acts or negligence in the use, maintenance, repair, improvement or other acts or actions in, on or to the Alley.

12. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied, faxed or sent via electronic communication. Notices shall be addressed to the Owners at the addresses specified under Recitals at page one of this

Agreement unless any Owner(s)/addressee(s) may change their address by written notice to all other Owners in accordance with the above Notice provisions.

13. General Provisions.

13.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

13.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

13.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

13.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

13.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

13.6 Recording. A fully executed counterpart of this Reciprocal Easement Agreement shall be recorded in the Office of the County Recorder of Los Angeles County.

13.7 Attorneys' Fees and Costs. If any legal action or any other proceeding or proceedings is/are brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief in equity or law, to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

13.8 Arbitration.

a. Arbitrable Claims. To the fullest extent permitted by law, all disputes between the Owners relating in any manner whatsoever to this Agreement ("Arbitrable Claims") shall be resolved by arbitration.

b. Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time (“AAA Rules”), as augmented in this Agreement. Arbitration shall be initiated as provided by the AAA Rules, although the written notice to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be non-binding and the Owners/parties shall retain their right(s) to pursue legal action in the event arbitration does not result in final resolution of any dispute(s) between the Owners.

c. Arbitrator Selection and Authority. All disputes involving Arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Rules. The arbitrator shall have authority to award equitable relief, damages, costs and attorneys’ fees to the same extent that, but not greater than, a court would have. The fees of the arbitrator shall be split between the parties equally. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this Agreement is void or unenforceable. The arbitrator shall be obligated to apply California law.

13.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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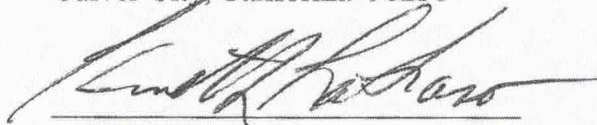
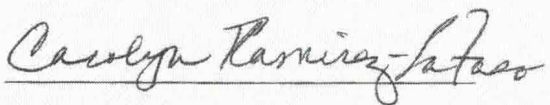
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

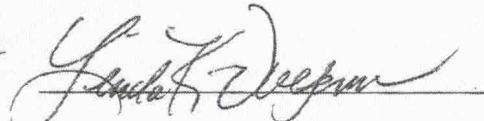
Kenneth La Faso
and Carolyn Ramirez-La Faso

10860 Lindblade Street
Culver City, California 90230

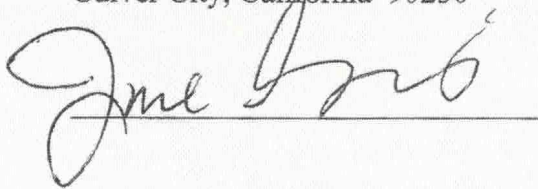
Linda Volkman

4312 Elenda Street
Culver City, California 90230



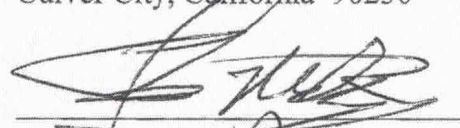
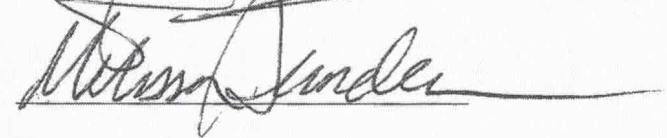
June Grimes

10855 Barman Avenue
Culver City, California 90230



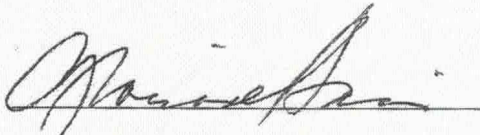

Eric and Melissa Metz

4304 Elenda Street
Culver City, California 90230



Gloriane and Kenneth Harris

4324 Elenda Street
Culver City, California 90230

Gevorg and Katelyn Stepanyan

4312 Elenda Street
Culver City, California 90230

 01/26/2020
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