RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

The undersigned Grantor declares:

This is a conveyance of an easement and the consideration and value is less than $100.00, R&T 11911.

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is entered into on \_\_\_\_\_\_\_\_\_\_\_\_ 2021 (the "Effective Date") by and between TreePeople Land Trust ("TPLT"), formerly known as Mountains Restoration Trust, and Albert Rollins ("Rollins"). TPLT and Rollins may sometimes hereinafter be individually referred to as a "Party" and collectively as the "Parties".

**RECITALS**

1. Rollins owns that certain real property commonly known as 1607 Henry Ridge Motorway, Topanga, California, Los Angeles County Assessor's Parcel Numbers 4436-021-031, 4436- 021-032 and 4436-021-033, and more particularly described on Exhibit A attached hereto (collectively, the "Rollins Properties").
2. TPLT owns that certain real property commonly known as Los Angeles County Assessor's Parcel Number 4436-021-009, California, and more particularly described on Exhibit B attached hereto (the "TPLT Property"). A paved roadway approximately twenty (20) feet in width currently exists on the south east comer of the TPLT Property (the "Paved Roadway"). The Paved Driveway is more particularly described on Exhibit C, and depicted on Exhibit D, both attached hereto.
3. Rollins seeks access over the Paved Roadway for purposes of vehicular access to the Rollins Properties.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows:

1. Grant of Easement.
   1. TPLT hereby grants to Rollins a non-exclusive perpetual easement (the "Easement") on and over the Paved Roadway for the placement of underground utilities and for

pedestrian and vehicular access to and from the adjoining public right of way, namely Henry Ridge Motorway, and the Rollins Properties.

* 1. The Easement shall be for use by Rollins, his successors, Rollins' agents, employees, invitees, licensees, service providers, tenants and subtenants (collectively "Rollins Users"), and the police department, the fire department, and other public or private utility, health, safety, emergency or rescue agencies, authorities or entities (collectively "Public Users"). The Rollins' Users and the Public Users are hereafter collectively referred to as the "Easement Users". The Easement may not be granted, transferred, or used by other persons or parties.
  2. Any damage to the Paved Roadway caused by the Rollins Users shall be promptly repaired by Rollins to substantially the same condition as existed prior to the date of damage. The Easement shall be an easement appurtenant to the Rollins Properties. The Easement shall not be used by the Rollins Users for (i) the servicing of or for the direct benefit of any other property other than the Rollins Properties, (ii) commercial purposes other than those commercial purposes related to the use, ownership, occupancy and management of the Rollins Properties or (iii) parking.
  3. The Easement Users shall have the right to use the Easement at all times, 24 hours a day, every day. In the event that TPLT elects to install a gate or fence or other device or instrument for prohibiting, controlling or limiting ingress, egress and access on and over the Paved Roadway, or uses a guard or other personnel for such purpose, TPLT shall provide to Rollins, at no charge to Rollins, keys, access cards, identification cards, lock combinations, security codes or other applicable devices, instruments, information or authorizations (in sufficient numbers with respect to cards, keys, devices or other instruments), that are required to permit ingress, egress and access on and over the Driveway Area for the Driveway Easement Users on a 24-hour a day basis.

1. Maintenance, Repair and Replacement. Rollins shall at all times, at no cost or expense to TPLT, maintain, repair and replace the pavement in the Paved Roadway, and keep the Paved Roadway in reasonably good condition and repair, and in compliance with all applicable laws.
2. Alterations. Rollins shall not, without TPLT's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed, make any alterations, modifications or changes to the Paved Roadway.
3. Address and Notice. All notices, demands, requests or other communications (collectively, "notices") required to be given or which may be given hereunder shall be in writing and shall be sent by (i) certified or registered mail, return receipt requested, postage prepaid, or (ii) national prepaid overnight delivery service, or (iii) personal delivery. Any notice sent by certified or registered mail shall be deemed given on the date of receipt or refusal as indicated on the return receipt. All other notices shall be deemed given when actually received or refused by the party to whom the same is directed. Notices shall be addressed as follows or to such other address designated by the affected party in the manner set forth above for giving notice:
4. If to Rollins: Albert Rollins

with a copy to: [XX Rollins Counsel]

1. If to TPLT:

TreePeople Land Trust Attn.: Kevin Gaston

23075 Mulholland Highway Calabasas, CA 93102

Any Party may change its address for notices by delivery of notice in accordance with this Section.

1. Attorneys' Fees. If any party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.
2. Covenant Running With the Land. This Agreement shall be a covenant running with the land as a burden to the TPLT Property and a benefit and appurtenance to the Rollins Properties, and each of them. This Agreement shall be binding upon and inure to the benefit of TPLT, Rollins, and their respective successors and assigns. The terms "TPLT" or "Rollins" shall include their respective successors and assigns. If either TPLT or Rollins transfer their title or interest in their respective properties, then such party shall, from and after the date of such transfer, be relieved of all liability accruing under this Agreement after the date of such transfer with respect to the portion of the property transferred, so that the rights and obligations contained in this Agreement shall be binding upon an owner only during such owner's period of ownership.
3. Interpretation. In the event of a dispute hereunder, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any Party

hereto on the grounds that such Party drafted or caused to be drafted this Agreement or any part hereof.

1. Indemnity. Rollins agrees to indemnify and hold harmless TPLT, its directors, members, officers, trustees, officials, employees, invitees, contractors, agents, and volunteers from any claims, demands, losses, actions, liabilities, obligations, damages, costs or expenses, including without limitation, attorneys' fees (collectively, "Claims, Damages and Costs") arising out of any act, omission or event occurring in, on or about the Paved Roadway caused or resulting from Rollins or any Easement User; provided, however, that the foregoing indemnity shall not apply to the extent any such Claims, Damages and Costs are caused by or result from the negligence or willful misconduct of TPLT.
2. Severability. Invalidation of any covenant, condition, or restriction

or any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

1. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this Agreement. Transmission of this Agreement and any signatures hereto by facsimile or email shall be deemed effective as if they were the original Agreement or signatures as the case maybe.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

TreePeople Land Trust, Inc.

a California Public Benefit Nonprofit Organization

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ALBERT ROLLINS

[NOTARY ACKNOWLEDGMENTS]

**EXHIBIT “A”**

**BENEFITING LAND** (**Dominant Tenement)**

The parcels within the south half of the southeast quarter of the northwest quarter of Section 1, Township 1 South, Range 17 West, Sand Bernardino Baseline and Meridian according to the Official Plat of said land filed in the District Land Office August 31, 1896

**EXHIBIT “B”**

**GRANTOR’S LAND (Servient Tenement)**

Lot 3 of Section 1, Township 1 South, Range 17 West, San Bernardino Baseline and Meridian according to the Official Plat of said land filed in the District Land Office August 31, 1896.

**EXHIBIT “C”**

**LEGAL DESCRIPTION**

A non-exclusive easement for ingress and egress, utility and driveway purposes and purposes incidental thereto, over a portion of Lot 3 and Section 1, Township 1 South, Range 17 West, San Bernardino Baseline and Meridian according to the Official Plat of said land filed in the District Land Office August 31, 1896, said easement is a strip of land 30.00 feet wide lying 15.00 feet each side of the following described line:

Beginning at a point in the easterly line of said Lot 3, distant thereon N.0°17’13”E. 167.45 feet from the southeast corner of said Lot 3, thence S.64°57’30”W. 11.01 feet, thence S.58°21’45”W. 31.41 feet, thence southwesterly 66.14 feet along a tangent curve concave to the southeast, having a radius of 160.00 feet and a central angle of 23°41’05”, thence tangent S.34°40’40”W. 30.31 feet, thence southwesterly 27.32 feet along a tangent curve concave to the southeast having a radius of 130.00 feet and a central angle of 12°02’25”, thence tangent S.22°38’15”W. 35.71 feet, thence S.31°27’58”W. 21.45 feet to a point on the southerly line of said Lot 3, distant thereon N.89°35’00”W. 138.80 feet from the southeast corner of said Lot 3.

The sidelines of said easement shall be lengthened or shortened to terminate easterly in the easterly line of said Lot 3 and southerly in the southerly line of said Lot 3 and create continuous lines at the vertices of the angle points.

Grantor hereby shall have no responsibility to maintain said driveway. Grantee shall indemnify grantor from any liability resulting from usage of the easement by grantee or anyone working on or visiting Grantee’s property. Said easement shall run with the land and shall be binding upon all future interest holders of grantor’s property.