

## **AGREEMENT TO INSTALL AND MAINTAIN DRIVEWAY APRON**

This Agreement is made between GMB Elliott Family LLC, Greg Elliott ("Grantee") and the Rincon Point Property Owners Association ("Grantor") with reference to the following facts:

- A. Grantee is the owner of certain improved real property in the County of Ventura described in Exhibit A attached thereto, known as 8120 Puesta del Sol, Carpinteria, CA ("Grantee's Property").
- B. Grantor is owner of certain real property located adjacent to and northerly of Grantee's Property ("Grantor's Property"), a portion of which is improved with a paved roadway known as Puesta del Sol Road.
- C. Grantee wishes to install and maintain a concrete driveway apron on that portion of Grantor's Property immediately bordering Grantee's Property lying between said paved roadway and Grantee's Property ("Driveway Apron Area").
- D. The parties wish to agree among themselves as to the maintenance of said Driveway Apron Area on Grantor's Property and to define the rights and obligations of the parties in connection therewith.


### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. **Grant of License.** Grantor hereby grants to Grantee a nonexclusive license to install and maintain a concrete driveway apron on Grantor's Property adjacent to Grantee's Property between the paved roadway known as Puesta del Sol and Grantee's Property.
2. **Removal, Modification, or Maintenance.** Upon written notice to Grantee by Grantor, Grantee agrees within a period of 60 days of such written notice to remove, modify, or perform such maintenance the concrete apron Grantee has installed as Grantor in his discretion may request in writing. If the Grantee does not comply with such written request within said 60 day period, the Grantor may have such work performed at Grantee's expense. Grantee agrees to payment of all costs associated with compliance, whether performed by Grantee or by Grantor.
3. **Termination of Agreement.** At any time after the execution of this Agreement, either party, or, if applicable, its successor in interest in ownership of the real property described in Exhibit A and B, may terminate this Agreement granted by written notice to the other party, or, if applicable, its successor in interest. Upon such notice being given, this Agreement shall terminate sixty (60) days following delivery of said notice. Grantee shall be obligated, if requested in writing, for such removal or modification as Grantor may request in writing.

during such 60-day period pursuant to this Paragraph 3. The parties agree that, upon termination, a notice of termination will be prepared, properly executed, and recorded by the parties to reflect such termination of this Agreement together with any other documentation reasonably necessary to release the above described property from the effect of this Agreement.

4. **Liability.** Grantee shall defend, indemnify and hold Grantor, including its officers, directors and members, free and harmless from all claims, actions, damages, attorney fees, costs, personal injury, and liabilities of every kind whatsoever arising from the Grantee's installation, maintenance, removal, or modification of landscaping on Grantor's Property during the term hereof. This obligation to defend, indemnify and hold harmless will survive the termination of this Agreement with regard to any incident which occurred during the term of this Agreement.
5. **Applicability to Future Owners.** This Agreement and obligations hereunder shall be binding on Grantee and on all parties having or acquiring any interest in the Grantee's Properties. Since this Agreement has not been recorded, Grantee agrees to inform any buyer or transferee of the property of the obligations set forth in this Agreement.
6. **Future Obligations.** Upon termination of this Agreement in accordance with Paragraph 3 above, the owners of record of the Properties referred to herein shall then have, except as stated in Paragraph 4 above, no further responsibilities hereunder and this Agreement shall have no further force or effect.
7. **Attorney Fees.** In any action, proceeding or arbitration between Grantor and Grantee arising out of this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief awarded, reasonable attorney fees and costs incurred in the action from the non-prevailing party.
8. **Notification.** Notices contemplated by this Agreement shall be delivered by certified mail to the Grantee's contact address as then maintained by the Grantor, or by the Grantee to the then-current business address of the Grantor.
9. **Previous Agreements.** This agreement is in addition to any previous agreements or easement currently on record for this parcel.

Rincon Point Property Owners Association ("Grantor")

By:   
Donald P. Baker, President

Date: 5-5-21

By:   
GMB Elliott Family, LLC

Date: 5-5-21

## EXHIBIT A

For APN/Parcel ID(s): 008-0-170-200

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### Parcel 1:

A part of that certain portion of Rancho El Rincon, in the County of Ventura, State of California, designated "Not a Part of This Subdivision", upon that certain Map entitled "Rincon del Mar Tract 1. etc.", recorded in Book 18, Page 19 of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at a point in the Southerly sideline of a Private Road, 40 feet wide, hereinafter called "West Puesta del Sol", which point of beginning is distant South 67° 24' West 190 feet along said Southerly sideline from a 1 inch diameter pipe set at the Northwestern corner of that certain lot or parcel of land designated as Parcel 1 and conveyed to R. S. Hazeltine, et ux., by deed dated November 30, 1937, recorded in Book 547, Page 291 of Official Records, in the office of the County Recorder of said County; and which said point of beginning is also the Northwestern corner of Parcel A described in document from R. W. Bates, et al. to Stacy C. Bates, recorded in Book 750, Page 222 of Official Records; thence, from said point of beginning,

1st: South 22° 36' East 142.25 feet along the Westerly line of said Parcel A to a point; thence, 2nd: South 58° 19' West 60.77 feet to a point; thence,

3rd: North 22° 36' West 151.85 feet to a point in said Southerly line of said private road called West Puesta del Sol; thence,

4th: North 67° 24' East 60 feet along said Southerly line of said road to the point of beginning. EXCEPT therefrom any portion of said land lying below the mean high tide line of the Pacific Ocean.

### Parcel 2:

A non-exclusive easement appurtenant to Parcel 1 for recreational purposes in that certain strip of land lying between the line of ordinary high tide of the Pacific Ocean and the line on the Rancho El Rincon, County of Ventura, State of California, as per Map recorded in Book A, Page 349 of Patents, (Transcribed Records from Santa Barbara County) in the office of the County Recorder of said Ventura County, described as follows:

Beginning at the Southeast corner of Parcel 1 as said Parcel 1 is described in document to R. S. Hazeltine, et ux., dated November 30, 1937, recorded in Book 547, Page 291 of Official Records, in the office of the County Recorder of said County; thence,

1st: South 76° 29' West 50.64 feet to the Southwest corner of said Parcel 1, to a point; thence, 2nd: South 71° 58' West 100.32 feet to a point; thence,

3rd: South 65° 07' West 50.04 feet to a point; thence, 4th: South 58° 19' West 101.28 feet to a point; thence,

5th: South 69° 41' West 50.04 feet to a point; the Easterly and Westerly boundaries of said strip of land each having a bearing of South 22° 36' East.

### Parcel 3:

An easement for road purposes to be used in common with others over so much of the following described land as may be requisite to give access to the property hereinabove described as Parcel 1:

A strip of land, 40 feet wide, lying 20 feet on each side of the following described center line, and being portions of Rincon del Mar Tract No. 1, in the County of Ventura, State of California, as per Map recorded in Book 18, Page 19 of Maps, in the office of the County Recorder of said County; and a portion of the Rancho El Rincon marked "Not a Part of This Subdivision" on said map:

Beginning at the point of intersection of the center line of Puesta del Sol as shown on said Map with the Southerly line of California State Highway, being a point in the center line of the 40 foot easement described as Division 3, in document from R. W. Bates, et al. to R. S. Hazeltine, et ux., recorded in Book 533, Page 186 of Official Records; thence,

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Southwesterly along the center line of said Division 3 and to and along the center line of Divisions 2 and 1 as set out in document last referred to the Westerly terminus of said Division 1; and being the Easterly terminus of a 40 foot easement described in document to Margaret McAndrew, recorded in Book 756, Page 197 of Official Records; thence, along the center line of said last mentioned 40 foot easement,

South 67° 24' West to an intersection with the Southerly prolongation of a line parallel with and distant Northeasterly 20 feet measured at right angles from the Northeast line of Parcel 2 of the land described in document to Margaret McAndrew; thence, along said parallel line

North 22° 36' West 198.88 feet, more or less, to a point in the Ventura - Santa Barbara County line; the side lines of said easement to be prolonged or shortened to intersect the right of way line and said county line and at the intersection of the above courses bearing South 67° 24' West and North 22° 36' West.

**Parcel 3;**

A nonexclusive easement for ingress and egress over a private road, 40 feet in width, the centerline of which is described as follows:

Beginning at a point distant North 67°24' East 20 feet from the southeast corner of Parcel 1 above described; thence,

1st: North 22 °36' West to a point in the Ventura-Santa Barbara County line, the sideline of said easement to be prolonged or shortened to intersect said county line.

**Parcel 4:**

An easement for use in common with others, described as follows:

A strip of land 20.00 feet in width lying 10.00 feet on each side of the following described center line, being the County of Santa Barbara, State of California:

Beginning at appoint in the Santa Barbara and Ventura County line, as shown on map of Rincon Del Mar Tract No. 1, Recorded in Book 1B, Page 19 of Maps, in the office of the County Recorder of said County, distant North 44° 17' East thereon 105.33 feet from the southwesterly terminus of that certain course in said line shown on said map as bearing South 44°17' West 345.10 feet, said point being the beginning of a curve concave to the northeast having a radius of 175.00 feet and a central angle of 52 °40'12• a radial line to said curve at said point bearing South 14°52'18" West thence northwesterly along said curve 160.87 feet; thence tangent to said curve North 22 °27•30 west 84.17 feet to the beginning of a tangent curve concave to the east having a radius of 100.00 feet and a central angle of 20°10•44• -hence northerly -along said curve to the southerly line of the right of way of the California State Highway.

## EXHIBIT B

Rasmussen & Associates; Sheet A1.1

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SCALE 1/8" = 1'-0"

