

Recording requested by:
Ted and Paula Sullivan

When recorded mail to:
Samuel J. Arsht, Esq.
SILVER & ARSHT
1860 Bridgegate Street
Suite 100
Westlake Village, CA 91361

Space above this line for recorder's use

EASEMENT AND LANDSCAPE MAINTENANCE AGREEMENT

This Easement and Landscape Maintenance Agreement ("Easement/Maintenance Agreement") is dated, for reference purposes only, July 3, 2013, by and among THEODORE M. SULLIVAN ("TED") and PAULA C. SULLIVAN, husband and wife (individually and collectively "Grantor" or "SULLIVAN") and WOOD RANCH SYCAMORE CANYON VILLAGE ASSOCIATION, a California nonprofit mutual benefit corporation ("Grantee" or "ASSOCIATION").

This Easement/Maintenance Agreement is being recorded pursuant to the terms of a written settlement agreement ("Settlement Agreement") by and between SULLIVAN and ASSOCIATION of a legal action entitled *Sullivan v. Wood Ranch Sycamore Canyon Village Association, etc., et al.*, Ventura County Superior Court Case No. 56-2011-00395532-CU-CO-SIM ("LAWSUIT"). The terms of the Settlement Agreement are not incorporated into this Easement/Maintenance Agreement. The description of any recorded or unrecorded document referenced in this Easement/Maintenance Agreement shall not alter, amend or modify its terms.

Recitals

A. Grantor is the record owner of real property located at 406 Wood Ranch Parkway, Simi Valley, Ventura County, California 93065 ("Property"), and more particularly described by the following legal description:

"LOT 384, TRACT NO. 4053 as per Map thereof recorded in Book 113, Pages 63 through 82, inclusive, of Maps, in the Office of the County Recorder of said County".

B. The Property is located within the ASSOCIATION situated in the master planned

community known as Wood Ranch in the City of Simi Valley, Ventura County, California, more particularly described on the Legal Description of Property Subject to Sycamore Canyon Village CC&Rs attached to the ASSOCIATION's Restated CC&Rs and hereto as Exhibit "A" and incorporated herein for reference purposes only. The ASSOCIATION's current manager's address is The Emmons Company, One Boardwalk Avenue #102, Thousand Oaks, California 91360, Atten: Alicia Camarillo.

C. The Property is a 30 acre "Farm Style Ranch Lot" (the Farm Style Ranch Lot is also known as an estate or farm or ranch lot) in accordance with the Wood Ranch Specific Plan (most recently Reformatted and Published in July 2003) ("Specific Plan"). The Property is located at the "gateway entrance" to the community at the intersection of Wood Ranch Parkway and North Martha Morrison Drive. For purposes of this Easement/Maintenance Agreement, there are approximately 47 (parkway) trees evenly spaced on the Property along and adjacent to North Martha Morrison Drive ("Association Trees"), and a drainage system, defined in Paragraph 2. (viii) below ("Drainage System"). An approximate 10-foot wide strip of land is as of the date this instrument is mutually signed located on the Property all along and adjacent to the Wood Ranch split rail fence running along North Martha Morrison Drive under and/or in the vicinity of the Association Trees ("Strip").

Attached as Exhibit "B" and incorporated herein, is a Google Earth photograph entitled "Association Trees, Irrigation System, and Weed Removal Strip", identifying the areas on the Property where all of the Association Trees, Strip and Drainage System are, and will continue to be, located that the ASSOCIATION is obligated to maintain.

D. On August 7, 1989, the Developer recorded an Easement Corporation Grant Deed as Instrument No. 89-123061 ("Easement Corporation Grant Deed") which include, among other things, the following ASSOCIATION obligations for the areas of the Property described therein on Exhibit "A" (a strip of land for fuel modification zone purposes); Exhibit "G" (a strip of land for slope maintenance purposes); and Exhibit "L" (a strip of land for slope maintenance purposes). The entire Easement Corporation Grant Deed is incorporated herein by reference.

Copies of pertinent pages of the Easement Corporation Grant Deed, including Exhibits "A", "G" and "L" and associated plats to accompany the legal descriptions, are collectively attached hereto as Exhibit "C" and incorporated herein.

E. In October 1990 the City Council of the City of Simi Valley annexed a portion of Tract No. 4053, which includes the Property, as Zone 86, into Simi Valley Landscape District No. 1. ("Zone 86"). For purposes of this Easement/Maintenance Agreement, (i) landscape plans for the Property and surrounding area presently show the location of an "Assessment District" bordering Wood Ranch Parkway, located on/over the Property which is part of Zone 86 ("Assessment District"); (ii) there are two "Right of Way" areas on slopes on the Property as it borders North Martha Morrison Drive and three Right of Way areas on slopes on the Property as it borders Wood Ranch Parkway (collectively "Rights of Way"); and (iii) V-shaped drainage ditches, storm drains and other drainage facilities are located in, above or adjacent to graded

slopes in the Rights of Way, and in the Zone 86 and Easement Corporation Grant Deed maintenance areas (individually and collectively "V-ditches").

Attached collectively as Exhibit "D" and incorporated herein are the following documents identifying the areas on the Property that the ASSOCIATION is obligated to maintain pursuant to Zone 86, Assessment District, Rights of Way and V-ditches:

- D-1: Sycamore Canyon Village HOA Maintenance Obligations
- D-2: Landscape Annexation Map – Tract No. 4053
- D-3: Wood Ranch Maintenance and Ownership Responsibility map
- D-4: Tract No. 4053 map (Drawing Number 13 of 20)
- D-5: Sycamore Canyon Village Planting Plans (L-2)
- D-6: Sycamore Canyon Village Planting Plans (L-3)
- D-7: Sycamore Canyon Village Planting Plans (L-4)
- D-8: Sycamore Canyon Village Irrigation Plan (I-2)
- D-9: Sycamore Canyon Village Irrigation Plan (I-3)

If any of the maps, photographs and/or other documents attached hereto as Exhibits "B", "C" and "D" are too large to be recorded, they will be attached to each party's executed final Easement/Maintenance Agreement and smaller versions of such Exhibits will be recorded.

F. The areas of the Property described on Exhibits "B", "C" and "D", attached hereto and incorporated herein, shall collectively be referred to as the "Easement Areas" or "Servient Tenement." Grantee desires to acquire and/or confirm certain rights in the Servient Tenement for ingress and egress purposes in order to perform the maintenance required under this Easement/Maintenance Agreement.

G. Concurrently with the execution of this Easement/Maintenance Agreement, the parties are also executing the Settlement Agreement of the same date.

Agreement

1. Grant of Easement. The Recitals are incorporated herein. In exchange for good and valuable consideration, receipt and adequacy of which are acknowledged, and which include the mutual promises made and contained in the Settlement Agreement, Grantor grants to Grantee an easement appurtenant in the Servient Tenement ("Easement"), on the terms and conditions set forth in this Easement/Maintenance Agreement. The Easement granted in this Easement/Maintenance Agreement shall be for so long as the Property remains part of the ASSOCIATION. The Easement granted in this Easement/Maintenance Agreement is non-exclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements, licenses and/or other rights in the Servient Tenement to third parties, that does not unreasonably interfere with Grantee's reasonable and necessary use of the Easement to perform its maintenance obligations set forth herein.

2. ASSOCIATION'S Obligations Under Easement.

The ASSOCIATION shall have the following continuous obligations to SULLIVAN, and any successor record owners of the Property, under this Easement/Maintenance Agreement:

(i) In consultation with TED and Grantor's arborist, if any, within thirty (30) days after execution of this Easement/Maintenance Agreement by the parties, the ASSOCIATION shall install and, thereafter, maintain a new underground irrigation system so that it is fully operational to provide sufficient water to all of the Association Trees, including all future replacement trees, in perpetuity, in first-class condition, all at the ASSOCIATION's sole cost and expense.

(ii) In consultation with TED, and Grantor's arborist, if any, within sixty (60) days after execution of this Easement/Maintenance Agreement by the parties, the ASSOCIATION shall remove, at its sole cost and expense, all "non-viable" Association Trees from the Property, including grinding the tree stumps. The ASSOCIATION shall notify the tree removal company(ies) that many of the Association Trees have steel imbedded in them.

The ASSOCIATION's previously retained arborist determined that 16 of the Association Trees are non-viable, as identified in the letter from the ASSOCIATION's attorneys dated January 28, 2011 attached hereto as Exhibit "E" and incorporated herein for reference purposes only ("16 Non-Viable Trees"). Grantor's arborist has determined that at least 28 Association Trees, including the "Split Tree", are non-viable and need to be removed. Grantor and the ASSOCIATION hereby agree that the 16 Non-Viable Trees and the Split Tree are non-viable and need to be immediately removed from the Property. If the ASSOCIATION does not immediately agree to remove the remaining approximately 11 Association Trees, the ASSOCIATION shall retain, at its sole cost and expense, an independent ISA certified arborist who has not previously provided services to the ASSOCIATION, reasonably approved in writing by TED ("Independent Arborist"), who will determine if any or all of the remaining approximately 11 Association Trees identified by Grantor should be removed based on his or her opinion. If either ASSOCIATION or Grantor disagrees with the Independent Arborist's conclusions and the ASSOCIATION and Grantor cannot quickly resolve their dispute by following the procedure described in Paragraph 3 herein regarding the number of Association Trees to be removed, Grantor and/or ASSOCIATION shall submit the dispute to neutral binding arbitration in accordance with Paragraph 3 herein ("ADR Neutral Arbitration").

For purposes of this Easement/Maintenance Agreement, in determining the condition of the trees, the Independent Arborist may consider the following factors, among others, regarding whether any of the Association Trees (and Other HOA Trees, defined in Paragraph 2. (viii) herein) are "non-viable": weak, unhealthy, scarred, in need of significant and/or costly rehabilitation and/or likely to result in hazardous conditions on and off the Property.

(iii) Within thirty (30) days after the removal of the 16 Non-Viable Trees and the Split Tree, as well as any other Association Trees determined to be non-viable, as described in Paragraph 2. (ii) herein, or as soon thereafter as weather and soil conditions permit, and subject to availability of suitable comparable replacement trees that are reasonably available in the market, and in consultation with TED and Grantor's arborist, if any, the ASSOCIATION, at its sole cost and expense, shall plant the same number of new replacement Association Trees at or about the same location on the Property, of like kind and size at maturity, to those that were removed. New replacement trees are to be located no further onto the Property than the removed trees they are replacing, to ensure that Grantor's maintenance road is not blocked or impaired in any way. Notwithstanding the foregoing, if TED and Grantor's arborist, if any, believe that a removed Association Tree should not be replaced for reasons including, but not limited to, the tree being shadowed by larger adjacent trees or being located in a high water table area that limit the replacement tree's potential for proper growth, the ASSOCIATION shall not replace that particular Association Tree that is removed. These standards shall apply to any future removal and/or replacement of Association Trees.

The ASSOCIATION shall regularly and properly water, trim/prune and otherwise maintain all of the Association Trees on the Property in perpetuity, in first-class condition, including any future replacement trees ("First-Class Condition Landscape Maintenance"). Among other maintenance criteria, the Association Trees shall be maintained so that they do not protrude and/or overhang onto a sidewalk, pedestrian walkway or Grantor's maintenance road from ground level to a height of ten feet. The Association Trees shall also be maintained so that they do not protrude and/or overhang onto North Martha Morrison Drive from street level to a height of thirteen feet, six inches (13', 6") or other more restrictive height required by the City of Simi Valley or County of Ventura.

For purposes of this Easement/Maintenance Agreement, "First-Class Condition Landscape Maintenance", required for maintenance of the Association Trees, Strip, "Other HOA Trees" (defined below) and all other maintenance in the Easement Areas shall mean the ASSOCIATION's compliance with this Landscape/Maintenance Agreement, all landscaping requirements set forth in the ASSOCIATION's governing documents and the City of Simi Valley's landscaping guidelines for Zone 86 which include, but are not limited to, the following set forth in Resolution No. 90-111 by the City Council of the City of Simi Valley dated October 2, 1990:

"The landscaping consists of trees, shrubs, ground cover and block walls. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement including:

- a) Repair, removal or replacement of all or any part of any improvement.
- b) Providing for life, growth, health and beauty of landscaping,

including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

c) The removal of trimmings, rubbish, debris, and other solid waste.”

One (1) year after the replacement trees are planted on the Property, the Independent Arborist, at the ASSOCIATION’s sole cost and expense, with prior written notice to, and consultation with, Grantor, shall review the health and condition of all of the Association Trees on the Property and shall determine how many of the Association Trees, if any, need to be removed and replaced. The ASSOCIATION shall promptly remove those Association Trees determined by the Independent Arborist to be non-viable and shall promptly replace them as described in this subparagraph, at the ASSOCIATION’s sole cost and expense.

If, at any other time following the one year review, Grantor and/or the ASSOCIATION believe that any of the Association Trees are non-viable and should be removed from the Property, and if Grantor and the ASSOCIATION do not agree, an Independent Arborist, at the ASSOCIATION’s sole cost and expense, with prior written notice to, and consultation with, Grantor, shall promptly review the health and condition of all of the Association Trees on the Property and shall determine how many of the Association Trees, if any, need to be removed and replaced. The ASSOCIATION shall promptly remove those Association Trees determined by the Independent Arborist to be non-viable and shall replace them as described in this subparagraph, at the ASSOCIATION’s sole cost and expense. Any disputes over the recommendations of the Independent Arborist shall be resolved by ADR Neutral Arbitration pursuant to Paragraph 3 hereof.

(iv) The ASSOCIATION shall regularly maintain the Strip plus the areas under and around the Association Trees in perpetuity, at the ASSOCIATION’s sole cost and expense.

(v) The ASSOCIATION shall timely perform all fuel modification (weed abatement) on the Property in accordance with the Easement Corporation Grant Deed and as required by the Fire Department, in perpetuity, at the ASSOCIATION’s sole cost and expense.

(vi) Within ten (10) days after execution of this Agreement by the parties, the ASSOCIATION shall obtain from its general liability insurance carrier, an additional insured endorsement, if available, naming Grantor as an additional insured, on the ASSOCIATION’s existing general liability policy(ies) covering the Property, and on all renewals of such policies, or such new policies, in perpetuity, so long as the additional insured endorsement is available, at the ASSOCIATION’s sole cost and expense, and shall provide to Grantor a copy of the additional insured endorsement promptly upon its receipt by the ASSOCIATION.

(vii) As to the agricultural portion of the Property, the ASSOCIATION shall comply at all times with the Specific Plan, as it may be amended, as confirmed by the City of Simi Valley, and honor Grantor’s rights (and any successor record owners of the Property) to use the Property in a manner not inconsistent with the Specific Plan for agricultural use, and leaving

it in a natural state in recognition of it being zoned as a farm lot (i.e., Grantor (and any successor record owners) may keep visible rocks on the Property, may have a well on the Property, may keep their tractor and other equipment and machinery visible as needed for operating the farm, etc.). Grantor may operate the Property for agricultural use including, but not limited to, planting and removing any number of citrus, avocado and other agricultural trees, etc., and removing and selling the proceeds from these trees, without the prior approval of the ASSOCIATION and without the necessity of submitting any application(s) for approval to the ASSOCIATION. Any provisions contrary to the foregoing in the ASSOCIATION's governing documents including, but not limited to, the CC&Rs, as they may be amended in the future, shall be inapplicable to Grantor's use of the agricultural portion of the Property. If there is any conflict between the CC&Rs and the Specific Plan, the Specific Plan shall control.

If the ASSOCIATION contends that Grantor is making use of the Property for non-agricultural use, for which Grantor has not previously submitted an application for approval, and for which the ASSOCIATION believes Grantor is required to submit an application for approval, or if the ASSOCIATION has delayed or denied such approval, the ASSOCIATION or Grantor shall serve a written objection on the other party in accordance with the procedures for ADR Neutral Arbitration, discussed in Paragraph 3 herein.

(viii) The ASSOCIATION shall as may reasonably be required regularly water (by repairing the existing, abandoned underground irrigation system or installing a new underground irrigation system in its place), trim and maintain, and replace, as necessary, in perpetuity, at its sole cost and expense, in first-class condition, in compliance with First Class Condition Landscape Maintenance, all trees planted by the Developer and/or ASSOCIATION that are not Association Trees ("Other HOA Trees" or "Other HOA Tree" as defined herein), landscaping and brush, in the Easement Areas described as part of (i) ASSOCIATION's governing documents; (ii) Easement Corporation Grant Deed; (iii) Zone 86; (iv) Assessment District; (v) Rights of Way; and (vi) V-ditches.

The ASSOCIATION shall also regularly maintain and repair and replace, as necessary, the Drainage System in the Easement Area shown on Exhibit "L" to the Easement Corporation Grant Deed and Zone 86 that the ASSOCIATION caused to be installed on the Property. The Drainage System presently consists of four (4) surface drains connected to an underground pipe which drains into the creek in the Exhibit "L" Easement Area. At last count, but not later than the date this instrument is mutually signed, approximately three of the Association Trees are located in the Assessment District, as well as three surviving Sycamore Trees and two surviving oak trees, as more specifically described below, and brush and weeds in this area. Approximately five of the Association Trees are located in the Rights of Way. If Grantor and or ASSOCIATION believe that any of the Other HOA Trees are non-viable and need to be removed from the Property, the procedures described in Paragraph 2. (iii) herein shall be followed except that the removed tree(s) will not automatically be replaced unless/until Grantor and ASSOCIATION, in consultation with an Independent Arborist, mutually agree that it is necessary for that tree to be replaced, in which event the ASSOCIATION shall promptly replace such trees at the ASSOCIATION's sole cost and expense. If Grantor and

ASSOCIATION disagree about the need to remove any Other HOA Tree, or replace any of these trees that have been removed, the ADR Neutral Arbitration procedures shall be followed pursuant to Paragraph 3 hereof.

Other HOA Trees

The Other HOA Trees located in the Easement Areas are as of the date this instrument is mutually signed described as follows:

1. Three (3) very large Sycamore Trees in Zone 86 just inside the "gateway entrance" corner of Wood Ranch Parkway and North Martha Morrison Drive.
2. One (1) very small and skinny Sycamore tree in Zone 86 just inside the "gateway entrance" corner of Wood Ranch Parkway and North Martha Morrison Drive. TED believes that this very small Sycamore Tree is non-viable and should be removed.
3. Two (2) small Coastal Live Oak Trees in Zone 86 just inside the "gateway entrance" corner of Wood Ranch Parkway and North Martha Morrison Drive.
4. More than twelve (12) Willow Trees, many of which are multi-trunk, planted at the direction of the ASSOCIATION to mitigate the "swamp area" problem. They are located in the portion of Zone 86 adjacent to the Exhibit "L" Easement Area and in the Exhibit "L" Easement Area.
5. Approximately ten (10) Willow Trees, many of which are multi-trunk, located in the Exhibit "L" Easement Area in and adjacent to the culvert area.
6. Approximately sixteen (16) Tipuana Tipu Trees of varying sizes located in the Exhibit "L" Easement Area. TED believes that some of these trees may be non-viable.
7. Approximately twenty-eight (28) trees of several varieties and sizes located in the Exhibit "G" Easement Area.

All Association Trees and Other HOA Trees will be inventoried and tagged by the ASSOCIATION's arborist within sixty (60) days after execution of this Easement/Maintenance Agreement, all parties to receive a copy that will be initialed by all parties to indicate agreement that all Association Trees and Other HOA Trees have been identified and tagged. Any disputes concerning identification and tagging will be resolved by ADR Neutral Arbitration pursuant to Paragraph 3 hereof.

(ix) The ASSOCIATION, by and through its employees, contractors, agents, workers and others, shall not dump debris of any kind on the Property, blow leaves onto the Property, urinate or defecate on the Property, and shall immediately remove any debris that is left on the Property by the ASSOCIATION or its agents at the ASSOCIATION's sole cost and expense. Commencing within thirty (30) days after execution of this Easement/Maintenance Agreement and from time to time, as necessary upon a failure to comply as described in this paragraph, the ASSOCIATION shall send written notice to its contractors and to other Members

of the ASSOCIATION to abide by this paragraph. If the ASSOCIATION's contractors fail to comply, the ASSOCIATION shall have two options: (i) terminate their services; or (ii) the ASSOCIATION may elect to pay a monetary penalty to SULLIVAN as follows: For a first violation, the ASSOCIATION shall pay SULLIVAN \$1,000. For a second violation, the ASSOCIATION shall pay SULLIVAN \$3,000. For a third or more violations, the ASSOCIATION shall pay SULLIVAN \$5,000 for each violation. During any two (2) year consecutive period without any violation by the ASSOCIATION's employees, contractors, agents, workers and/or vendors, the penalty will drop back down to \$1,000 for a first violation and shall increase as described above. For all penalties that the ASSOCIATION pays to SULLIVAN, the ASSOCIATION shall pursue reimbursement from its contractor(s). If SULLIVAN and ASSOCIATION disagree about the existence of a violation or that the ASSOCIATION's employees, contractors, agents, workers and/or vendors were responsible for the violation, SULLIVAN and ASSOCIATION shall follow the ADR Neutral Arbitration procedures described in Paragraph 3 herein. Should the arbitrator find in SULLIVAN's favor regarding a violation of the ASSOCIATION's obligations described in this paragraph, the ASSOCIATION shall either immediately terminate its contractors who failed to comply or pay to SULLIVAN the applicable violation amount, in addition to any separate penalty, if any, imposed upon the ASSOCIATION by the arbitrator.

(x) Subject to the ASSOCIATION's obligations in this Easement/Maintenance Agreement to consult with TED and Grantor's arborist, if any, any maintenance, inspection or repair work undertaken pursuant to this Easement/Maintenance Agreement may be conducted by the ASSOCIATION or its employees, contractors, agents, workers and vendors without notice to Grantor who shall have the right to access and come onto the Property with such tools or equipment as may be reasonably necessary, useful or expedient to accomplish the purposes for which access to and use of the Property is reasonably necessary.

(xi) Without limiting the nature and scope of obligations called for under this Easement/Maintenance Agreement, all work required to be undertaken by the ASSOCIATION under this Easement/Maintenance Agreement including, but not limited to, tree removal, tree replacement, maintenance, irrigation system installation and maintenance, landscaping, fuel modification and watering is to be performed under and subject to the direction and control of the ASSOCIATION and its designated vendors or service providers.

3. ADR Neutral Arbitration. In the event that Grantor and the ASSOCIATION have any dispute under this Easement/Maintenance Agreement, the ASSOCIATION and Grantor shall follow the following procedures:

(i) Grantor and/or the ASSOCIATION shall serve a written Notice of Objection on the other party, which may be served by facsimile and/or email, describing the dispute, giving the other party ten (10) days to respond in writing to the Notice of Objection. If the recipient of the response to the Notice of Objection disagrees with the response, Grantor and the ASSOCIATION shall informally meet and confer within the next five (5) business days, or as soon as possible thereafter, which in no event may be longer than fifteen (15) business days,

and which may include each of their attorneys, to attempt to resolve their disputes.

(ii) If the parties are unable to resolve their disputes through meeting and conferring, the disputes shall then be promptly submitted to binding arbitration at ADR Services, Inc. in Century City, using the Hon. Robert T. Altman or another mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, then an arbitrator shall be selected by ADR Services, Inc., using that organization's procedures for such selection. If ADR Services, Inc. is no longer in business, the parties shall use JAMS or another mutually acceptable arbitration service. The initial costs of any arbitration paid to the arbitrator and organization shall be shared equally between the parties, subject to the arbitrator's authority and instruction to award costs and attorneys' fees to the prevailing party. In addition, the arbitrator shall impose a maximum of \$5,000 in sanctions for the bad faith actions of any party. Any arbitration shall be subject to all applicable provisions of this Easement/Maintenance Agreement and the Settlement Agreement. Arbitration shall be governed by the laws of the State of California except that there shall be no discovery or depositions. The parties shall exchange documents and witness lists, the timing and scope of which shall be determined by the arbitrator. The decision of the arbitrator shall be final and conclusive upon the parties (unless determined by a court of competent jurisdiction to have been fraudulent, capricious or arbitrary or so grossly erroneous as necessary to imply bad faith or not supported by substantial evidence). Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction. Unless otherwise agreed to by the parties in writing, the arbitration hearing if possible, shall be concluded within seven (7) hours, all to be conducted on one day.

(iii) Grantor and the ASSOCIATION are not limited to the number of times they may use the procedures described in this Paragraph 3. This ADR Neutral Arbitration clause in Paragraph 3 will not deprive the parties of any right they may otherwise have to seek provisional injunctive or other emergency relief from a court of competent jurisdiction pursuant to Paragraph 5 to the extent that the vehicle for obtaining such relief is not immediately available through ADR Neutral Arbitration.

4. Entire Agreement. This Easement/Maintenance Agreement, and the Settlement Agreement constitute an integration of the entire understanding and agreement of the parties, and all prior negotiations, discussions, statements, agreements and understandings, pertaining to the subject matter of the Recitals. Any statement, representation, warranty, promise or condition, not specifically set forth herein or in the Settlement Agreement shall not be binding upon any of the parties to this Agreement.

5. Venue and Severability. This Easement/Maintenance Agreement shall be construed in accordance with and governed by the laws of the State of California and, except as otherwise provided herein, in any action brought in connection with the enforcement or interpretation of this Agreement, venue shall be in Ventura County, California. The parties also agree that if, for any reason, any provision hereof is determined to be unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.

6. Attorneys' Fees. In any action to enforce this Easement/Maintenance Agreement,

or in any action arising out of this Easement/Maintenance Agreement, whether by way of judicial, arbitration, or administrative proceedings or otherwise, the prevailing party in such proceeding shall be entitled to recover reasonable costs and attorneys' fees from the non-prevailing party.

7. Effective Date. This Easement/Maintenance Agreement shall become effective immediately upon execution by the parties hereto.

8. Mutual Drafting of Agreement. By affixing their signature hereto, each party hereby acknowledges that all independent legal and tax advice deemed necessary has been sought and has executed this instrument in accordance therewith. This instrument shall be construed without regard to who drafted any particular provision and shall be deemed to be the result of joint and equal drafting by the parties. In this regard, the provisions of Civil Code, section 1654, are waived.

9. Agreement Freely Executed. The terms of this Easement/Maintenance Agreement are contractual and not a mere recital. This Easement/Maintenance Agreement is executed without reliance upon any representation by any person concerning the nature and extent of damages or legal liability therefor, and the undersigned have each carefully read and understand the contents of this Easement/Maintenance Agreement and sign the same of their own free act.

10. Binding Effect of Agreement. All of the terms and provisions of this Easement/Maintenance Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, spouses, legal representatives, agents, servants, employees, predecessors, successors, assigns, partners, associates, and affiliates.

11. Execution in Counterparts/Agreement to be Recorded. This Agreement may be executed in counterparts with original signatures by the respective parties hereto. This Agreement shall be recorded.

12. Modification of Agreement. The provisions of this Easement/Maintenance Agreement may not be modified, amended, terminated or waived, except by an instrument in writing executed by all parties hereto and recorded in the Office of the Ventura County Recorder. No purported oral and/or unrecorded amendment, modification, or agreement shall be of any binding force or effect. Any party to such fully executed amendment or modification of this Easement/Maintenance Agreement shall be authorized to record it.

[Signatures follow on next page]

Dated: July 10, 2013

WOOD RANCH SYCAMORE CANYON
VILLAGE ASSOCIATION, a California
nonprofit mutual benefit corporation, Grantee

By: Don Diamond
DON DIAMOND, President, Board of
Directors or other authorized representative
See attached California All-Purpose Acknowledgment

Dated: _____, 2013

THEODORE M. SULLIVAN, Grantor

Dated: _____, 2013

PAULA C. SULLIVAN, Grantor

APPROVED AS TO FORM:

Dated: _____, 2013

SILVER & ARSHT

By: _____
SAMUEL J. ARSHT, ESQ.
MARSHA C. BRILLIANT, ESQ.
Attorneys for Grantor THEODORE M.
SULLIVAN and PAULA C. SULLIVAN

Dated: _____, 2013

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

By _____
DAVID GORNEY, ESQ.
Attorneys for Grantee WOOD RANCH
SYCAMORE CANYON VILLAGE
ASSOCIATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

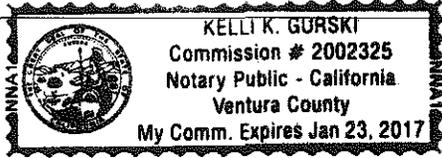
CIVIL CODE § 1189

State of California

County of Ventura

On 7/10/2013 before me, Kelli K. Gurski, Notary Public

personally appeared Don Diamond



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: Kelli K. Gurski

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement and Landscape Maintenance Agreement

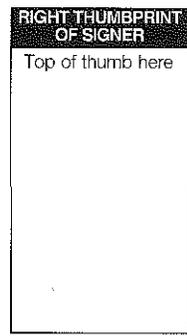
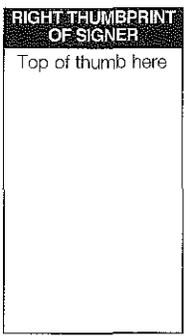
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other



Signer Is Representing: _____

Signer Is Representing: _____