

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:  
ROLF G. STEEVE, JR.

AND WHEN RECORDED MAIL TO:  
ROLF G. STEEVE, JR.  
1567 Dublin Lane  
Escondido, CA. 92027

DOC# 2018-0156215



Apr 19, 2018 01:25 PM  
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Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$125.00 (SB2 Atkins: \$75.00)

PAGES: 13

*THIS SPACE FOR RECORDER'S USE ONLY*

AGREEMENT TO CLARIFICATION OF EXISTING EASEMENT AND SETTLEMENT OF LITIGATION

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)

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AND WHEN RECORDED MAIL TO: ]  
 ]  
ROLF G. STEEVE, JR. ]  
1567 DUBLIN LANE ]  
ESCONDIDO, CA. 92027 ]

APN 234-120-63; 234-120-65; 234-120-66

(Space Above for Recorder's Use)

**AGREEMENT TO**

**CLARIFICATION OF EXISTING EASEMENT AND SETTLEMENT OF LITIGATION**

This CLARIFICATION OF EXISTING EASEMENT AND SETTLEMENT OF LITIGATION ("Agreement") is made as of August 23, 2017, by and between Rolf G. Steeve, Jr. as trustee of the Rolf G. Steeve, Jr. Trust Dated July 6, 2012 (hereinafter "RGS"); and Roger W. Steeve, as Trustee of the Roger W. Steeve Living Trust dated June 27, 2011 (hereinafter "RWS"), and Michelle Ingalls Snodgrass and James Snodgrass (collectively hereinafter "Snodgrass").

**RECITALS**

A. Plaintiffs RWS and RGS are each owners of undivided interests in Lot 4, and Plaintiff RGS is the owner of Lot 1, of Parcel Map No. 4770, recorded in the Office of the County Recorder for the County of San Diego, Calif., on May 27, 1976, as Document No. 76-162183. Lot 1 is Assessor Parcel No. 234-120-63, and Lot 4 is Assessor Parcel No. 234-120-66. Said Lots 1 and 4 are hereinafter sometimes referred to collectively as the "Steeve Parcels".

B. Snodgrass is the fee owner of Lot 3 of Parcel Map No. 4770, recorded in the Office of the County Recorder for the County of San Diego, Calif., on May 27, 1976, as Document No. 76-162183. Lot 3 is Assessor Parcel No. 234-120-65, and is commonly known as 1338 Idaho Ave., Escondido, Ca. Said Lot 3 is hereinafter sometimes referred to as the "Snodgrass Parcel".

C. The Snodgrass Parcel is subject to an existing easement appurtenant to the Steeve Parcels, which easement was created by reservation under a prior grant deed recorded in the County Recorder's Office for the County of San Diego, California, on March 27, 1978, as Document No. 78-117859 (hereinafter the "Easement"). Per the terms of the reservation in said deed, the Easement is for a "...Right of Way for ingress and egress, road and utility purposes including, but not limited to, electric power, telephone, gas, water, sewer and cable television lines and appurtenances thereto, together with the right and power to convey the same to others, over, under, along and across..." the north 20 feet of the Snodgrass Parcel, and is "...hereby declared to be appurtenant to and for the use and benefit of all or any portion of the Parcels 1 and 4 of said Parcel map No. 4770". Up through February, 2016, the Easement had been used ungated since it's creation, except for an open, unlocked steel swing gate at the southerly property line of Lot 3.

D. RWS and RGS are currently in the process of subdividing Lot 4 into four single family residential lots. The Easement is intended to benefit both Lots 1 and 4 and any

subdivision or resubdivision thereof, and all present and future and successor owners thereof. Such present, future and successor owners are sometimes collectively referred to herein as the "Dominant Tenement Owners". The present, future, and successor owners of Lot 3 are sometimes collectively referred to herein as the "Servient Tenement Owners".

E. A controversy has arisen between Snodgrass and RGS and RWS regarding the erection by Snodgrass of two new gates across the Easement. RGS and RWS contend the gates constitute an unreasonable interference with their easement rights. Snodgrass contend the gates are not an unreasonable interference, and that they have provided RGS and RWS the means to unlock and pass through the gates. RGS and RWS have filed a lawsuit in San Diego Superior Court (the "Action") to adjudicate the controversy, and Snodgrass has filed an answer denying the allegations made by RGS and RWS in the Action.

F. The parties now wish to compromise and settle their differences, and the Action, by making this Agreement to clarify certain rights and obligations under the Easement, and particularly with respect to the erection and maintenance of gates

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RGS and RWS, on the one hand, and Snodgrass, on the other hand, agree as follows:

1. Use of Easement and Right of Access. Subject to the terms and conditions hereinafter provided, Snodgrass shall be entitled to keep and maintain the existing two gates erected by them across the Easement at the current locations, one at the south property line ("South Gate") of the Snodgrass Parcel, and one at the north property line ("North Gate"), provided:
  - a. The South Gate shall at all times be maintained, at the sole expense of Snodgrass, as an electronically operated gate with access by code or keypad, and Snodgrass shall provide, and assure that the Dominant Tenement Owners at all times have joint control over such gate access, which control of access shall in all respects be equal to the control over gate access available to or exercised by the Servient Tenement Owners. Snodgrass represents that the access codes can be established and maintained without the intervention or permission of any third party. Immediately upon execution hereof Snodgrass shall supply RGS and RWS with:
    - 1.) all manufacturer's information pertaining to the maintenance and operation of the electronic gate, including the contact information, passwords, and other details necessary to enable RGS and RWS to establish and maintain their own access codes exclusive to them and over which neither Snodgrass nor anyone other than RGS and RWS shall have the power of change or alteration; and 2.) the manufacturer's details and any keys or other necessary devices necessary for mechanical operation in the event of emergency or failure. In addition, Snodgrass shall supply to each of the future owners of the Lot 4 resubdivided lots, at such time as each home is built and occupied, the same information and ability to establish and maintain exclusive access codes. The intent is that RGS and RWS, and Snodgrass, and their respective

- successors, heirs, assigns, and transferees, shall at all times have absolutely unimpaired and electronic access through the South Gate.
- b. The parties agree to upgrade the existing South Gate, at the same time as the North Gate upgrade, to include an electronically operated gate system of a caliber equal to or better than the existing, and programmable opening and closing at scheduled times, and replacement of the existing chain link gate material with solid wood, wrought iron, or better. RGS and RWS, collectively on the one hand, and Snodgrass on the other hand, shall each contribute fifty percent of the documented cost of such upgrade up to a maximum cumulative contribution cost of \$8,000. The parties agree to work together to design a gate and system that fits within the budget.
  - c. In the event of electronic failure, or inability of any person with a right to use the Easement to open the gate electronically, the gate shall immediately be mechanically opened and shall remain open until electronic access is fully restored to all person having the right to use the Easement.
  - d. The North Gate shall be maintained and upgraded by Snodgrass to an electronically operated gate with the functional equivalence of the South Gate, and with solid wood panels or wrought iron, or better materials. In addition, the electronically operated system shall have the capability of programming automatic opening and closing at scheduled times. The upgrade and maintenance shall be at the sole expense of Snodgrass. The upgrade shall be completed within a reasonable time, but in no event later than 120 days from the date hereof. Until the upgrade is completed, the Dominant Tenement Owners shall continue to have full access through the gates. The Dominant Tenement Owners shall have and be given the same joint control and access as hereinabove provided with respect to the South Gate. The intent is that RGS, RWS, and Snodgrass, and their successors, heirs, assigns, and transferees, shall at all times have absolutely unimpaired access through the South Gate.
  - e. The open, unlocked, steel swing gate at the southerly line of Lot 3 may be removed at the option of the Dominant Tenement Owners at any time, at their expense. In no event shall said gate be locked or closed, and instead will be kept open at all times prior to it's removal.
  - f. At the option of any of the Dominant Tenement Owners, the Servient Tenement Owners shall keep the South Gate and/or the North Gate open continuously from 7 am to 7 pm. The Dominant Tenement Owners shall be responsible for opening said gate for such purpose, and the Servient Tenement Owners shall be responsible for closing said gate at 7 pm if that is their desire. If the Servient Tenement Owners are going out of town and provide reasonable advance notice to the Dominant Tenement Owners of that fact, then for such period the Dominant Tenement Owners who cause the gate to be opened at 7 am will also cause it to be closed at 7 pm. If the gates or either of them have been upgraded to allow programmed automatic opening and closing at preset times, such opening and closing can be performed by such programming.
  - g. In the event the Servient Tenement Owners fail to comply with the conditions regarding the North and South Gate as herein set forth, or in the event the Servient Tenement Owners in any manner prevent the Dominant Tenement Owners from having full unimpaired access through the gates consistent with the conditions

herein set forth, the right of the Servient Tenement Owners to keep and maintain any gates across the Easement shall be deemed permanently terminated.

2. Addition of Fencing: At their sole cost and expense, Snodgrass may add fencing on Lot 1 to close gaps between existing fencing on the North Gate, and existing fencing on the West Gate, provided that neither this permission to add such fencing, nor the installation or maintenance of the fencing, shall ever ripen into a claim of ownership of or rights to the portion of Lot 1 thereby enclosed or fenced, or form the basis for such a claim.
3. Use By Others: It is acknowledged and agreed that the Easement is for use not only by the Dominant Tenement Owners but also by their invitees, guests, contractors, agents, tenants, and licensees.
4. No Impediment to Use. Subject to the conditional right to maintain the described gates as hereinabove set forth, the Servient Tenement Owners shall not erect or maintain any gates across or on the Easement, or do anything to prevent, impede, obstruct or impair the use by the Dominant Tenement Owners of the Easement for the purposes set forth in the Easement.
5. Modification of Agreement. This Agreement may only be modified, changed or terminated by written agreement signed and acknowledged by each of the Dominant Tenement Owners and the Servient Tenement Owners and recorded in the real property records of San Diego County.
6. Covenants Shall Run with the Land. This Agreement is intended and shall be appurtenant to the Steeve Parcels, and the burdens and benefits hereof are intended to and shall run with the Steeve Parcels and the Snodgrass Parcel, and shall be binding upon or inure to the benefit of, as the case may require, the Dominant Tenement Owners and their respective successors-in-interest, and the Servient Tenement Owners and their respective successors in interest, all as provided in Section 1468 of the Civil Code of the State of California.
7. No Dedication. The provisions of this Agreement shall not be deemed to constitute a dedication for public use nor create any rights in the general public.
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.
9. Attorneys' Fees. If any action or proceeding is brought for the adjudication of any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court.
10. Severability. If any one or more of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be

affected or impaired in any way.

11. Advice of Counsel; No Drafting Party: Each of the parties hereto warrants and represents that the party has carefully read this Agreement, given it careful and mature thought, knows the contents thereof, and has had the opportunity to receive the advice of independent legal counsel of the party's own choosing in connection with the content and signing of this Agreement. Each of the parties hereto acknowledges, warrants and represents that: (i) each party had the opportunity to be represented by counsel of the party's own choice at each stage in the negotiation of this Agreement; and (ii) each party hereto is freely and voluntarily entering into this Agreement. Each of the parties is responsible for its own expenses (including attorney's fees) in negotiating and entering into this Agreement. Each of the parties acknowledges that it has participated in the drafting of this Agreement, and that it is the result of their joint efforts and product, and that neither party shall be considered the party who drafted this Agreement for the purpose of interpreting the same.
12. No Admissions: The Parties' execution of this Agreement shall not be deemed an admission of any liability whatsoever by any Party, or a violation by any Party of any agreement, or applicable law, rule, regulation, or order of any kind.
13. Entire Agreement: Each of the parties hereto acknowledges and represents that no other party or agent or attorney of any other party has made a promise, representation or warranty whatsoever, express or implied, not contained herein concerning this Agreement. Further, in signing this Agreement, no party has relied on or been induced to execute this Agreement by any statements, representations, agreements or promises, oral or written, made by any other party, their agents, employees, servants or attorneys, or anyone else, other than the statements expressly written in this Agreement. No third party beneficiary rights shall be created on the basis of this Agreement.
14. Dismissal of Action and Retention of Jurisdiction: The Action shall be dismissed by Steeve with prejudice after this Agreement has been signed by all the parties and notarized and recorded in the County Recorder's Office for the County of San Diego; provided, that it is stipulated and agreed that San Diego Superior Court Judge Earl Maas III shall retain jurisdiction to resolve disputes over the interpretation and enforcement of this Agreement. For that purpose, either party may invoke said jurisdiction by ex parte application upon at least 48 hours telephonic notice to the other parties, and the dispute and controversy can be decided after notice and hearing by motion under CCP Section 1005.
15. Notices. All communication given or required to be given under this Agreement shall be in writing and duly addressed to the addressee at the address set forth below or such other address as may be designated by notice. If a successor owner does not have the current address of the other parcel owner, then notice may be delivered to the other parcel owner at the address identified on the most current San Diego County Tax Assessor's Roll for such Parcel. Any such notice shall be sent by certified mail, return receipt requested, with

postage prepaid and shall be deemed to have been duly given and received upon delivery or refusal, as indicated on the return receipt.

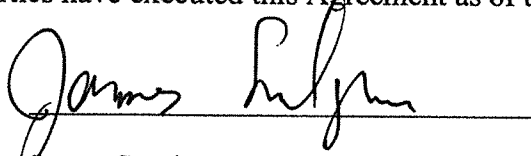
To Steeve: Rolf Steeve, 1567 Dublin Ln., Escondido, Ca. 92027

To Snodgrass: 1338 Idaho Ave., Escondido, Ca., 92027

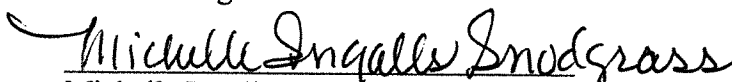
16. Counterparts: This Agreement may be executed in any number of separate counterparts, each counterpart constituting an original, and together all such counterparts shall constitute one and the same document.

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

Snodgrass:

  
\_\_\_\_\_

James Snodgrass

  
\_\_\_\_\_

Michelle Ingalls Snodgrass

Steeve:

\_\_\_\_\_  
Rolf G. Steeve, Jr. as trustee of the Rolf G. Steeve, Jr. Trust  
Dated July 6, 2012

\_\_\_\_\_  
Roger W. Steeve, as Trustee of the Roger W. Steeve Living  
Trust dated June 27, 2011

See Attached Notary  
Acknowledgment Certificate



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

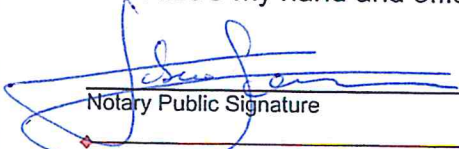
County of San Diego }

On 18<sup>th</sup> of APRIL, 2018 before me, FABIO FERNANDES, Notary Public  
(Here insert name and title of the officer)

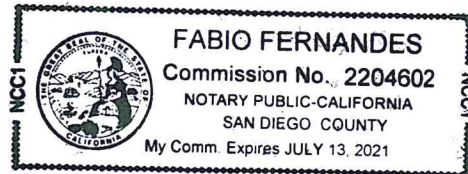
personally appeared James Snodgrass  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement to Clarification of Existing Easement and Settlement of Litigation  
(Title or description of attached document)

Easement and Settlement of Litigation  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



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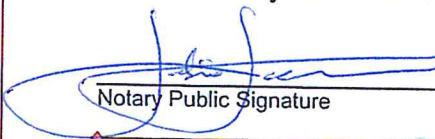
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On 18th of APRIL, 2018 before me, FABIO FERNANDES, Notary Public  
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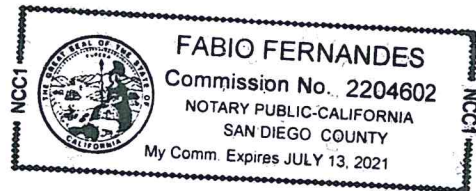
personally appeared Michelle Ingalls Snodgrass  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Agreement to Clarification of Existing  
(Title or description of attached document)

Easement and Settlement of Litigation  
(Title or description of attached document continued)

Number of Pages        Document Date       

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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- Securely attach this document to the signed document with a staple.

postage prepaid and shall be deemed to have been duly given and received upon delivery or refusal, as indicated on the return receipt.

To Steeve: Rolf Steeve, 1567 Dublin Ln., Escondido, Ca. 92027

To Snodgrass: 1338 Idaho Ave., Escondido, Ca., 92027

16. Counterparts: This Agreement may be executed in any number of separate counterparts, each counterpart constituting an original, and together all such counterparts shall constitute one and the same document.

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

Snodgrass:

James Snodgrass  
James Snodgrass  
Michelle Ingalls Snodgrass  
Michelle Ingalls Snodgrass

Steeve:

Rolf G. Steeve 10/30/17

Rolf G. Steeve, Jr. as trustee of the Rolf G. Steeve, Jr. Trust  
Dated July 6, 2012

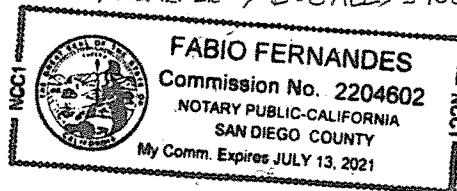
Roger W. Steeve, as Trustee of the Roger W. Steeve Living Trust dated June 27, 2011

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of SAN DIEGO  
Subscribed and sworn to (or affirmed) before me on this 23<sup>rd</sup> day

of October 2017 by JAMES BARRY SNOUGRASS AND MICHELLE Y INGALLS SNOUGRASS  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (seal)



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Michelle Ingalls Snodgrass  
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\_\_\_\_\_  
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Dated July 6, 2012

Roger W. Steeve, Trustee

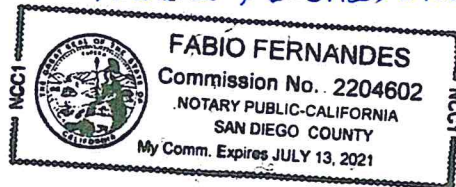
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of October 2017 by JAMES BARRY SNODGRASS AND MICHELLE Y INGALLS SNODGRASS  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (seal)







# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 10/30/2017 before me, Rahim Salehpour, a notary Public  
(Here insert name and title of the officer)

personally appeared Rolf Grover Jr. Steeve,  
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]  
Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Clarification of Existing  
(Title or description of attached document)  
Easement & Settlement  
(Title or description of attached document continued)  
Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)

Partner(s)  
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