

RECORDING REQUESTED BY)
AND WHEN RECORDED)
RETURN TO:)

ROBERT W. GIN)
111 E. 7th St.)
Hanford, Ca 93230)

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT (this “**Agreement**”) is entered into and is effective the ___ day of January, 2012 by and between CAROL ANN ROCOVITS, an unmarried woman (hereinafter collectively “**Grantor**”), and CAROL ANN ROCOVITS, an unmarried woman (hereinafter collectively “**Grantee**”).

RECITALS

A Grantor is the owner of that certain real property situated in the City of Lemoore, County of Kings, State of California, more particularly described in the attached Exhibit “A,” (hereinafter referred to as the “**Servient Tenement**”) across which is a private drive in the location described on Exhibit “B” (hereinafter referred to as the “**Easement**”), attached hereto and incorporated herein by reference; and

B. Grantee is the owner of that certain real property in the City of Lemoore, County of Kings, State of California, more particularly described in the attached Exhibit “C” (hereinafter referred to as the “**Dominant Tenement**”); and

C. Grantee desires to acquire certain rights in the Servient Tenement, and Grantor is willing to grant certain rights to Grantee in the Servient Tenement, as described herein, all as required by City of Lemoore Planning Commission Resolution No. 2011-10, adopted on October 24, 2011.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants to the Dominant Tenement the Easement for the purpose of ingress to and egress from the Dominant Tenement via the existing private driveway, subject to the terms of this Agreement.

2. **Description of the Easement.** The owners and/or occupants (hereinafter collectively the “**Occupant**”) of the Dominant Tenement shall have the right to use the existing private driveway on the Servient Tenement for driveway purposes for movement of vehicular traffic from N. Lemoore Avenue to Grantee’s business property on the Dominant Tenement. The driveway purposes do not include parking. There shall be no parking within the private driveway on the Servient Tenement.

3. **Repair and Maintenance of Private Driveway.** The Occupant of the Dominant Tenement and the Occupant of the Servient Tenement shall be responsible for all costs of maintaining and repairing the private driveway. The costs shall be shared pro rata based on the respective square footage of the buildings on the Dominant Tenement and the Servient Tenement. Except as otherwise agreed by the then-Occupant of the Servient Tenement and the then-Occupant of the Dominant Tenement, the Occupant of the Servient Tenement shall assume responsibility for obtaining bids from at least two (2) reputable contractors for any repairs, maintenance, or reconstruction that may be required to repair damage to the Easement caused by the Occupants, agents, employees, contractors, and invitees of the Occupants of the Servient Tenement and the Dominant Tenement. The Occupant of the Dominant Tenement shall approve one (1) of the bids within ten (10) days of receipt of the bids, and shall provide payment for the share of the cost of repairs, maintenance or reconstruction in accordance with the terms of the accepted bid.

4. **Appurtenant to Properties.** The Easement granted in this Agreement is appurtenant to the Dominant Tenement.

5. **Non-Exclusive Easement.** Grantee's use of the Easement in this Agreement shall be non-exclusive. Grantor may grant or assign to others any right-of-way or easement in the Servient Tenement in a manner consistent with Grantee's free use and enjoyment of the Easement. The Servient Tenement is subject to an easement for vehicular ingress and egress (hereinafter the "**Access Easement**") pursuant to that certain Grant Deed dated December 22, 2008, from Fu Mei Loh and Ying-Tsong Loh, husband and wife as joint tenants as Grantors to Frederick Yiping Loh, a single man as Grantee, and recorded on January 30, 2009, as Document No. 0901496, Kings County Records. Nothing contained in this Agreement is intended, nor shall it be construed, to alter or modify in any manner the rights or obligations described in the Access Easement.

6. **Termination or Modification of Easement.** Following written approval by the City of Lemoore, this Agreement and the Easement granted herein may be modified or terminate on the recording of a document signed by the then-owners of the Dominant Tenement and Servient Tenement to modify or terminate this Agreement.

7. **Default Under Agreement.** The failure of the Occupant of either the Servient Tenement or the Dominant Tenement (hereinafter the "**Defaulting Tenement**") to repair and maintain the private driveway or to pay the expenses required under this Agreement shall be a default under this Agreement. In the event of such default, the Occupant of the non-defaulting Tenement shall send to the Occupant of the Defaulting Tenement a written notice (the "**Default Notice**") specifying the action or failure to act that constitutes a default under this Agreement. The Occupant of the Defaulting Tenement shall have thirty (30) calendar days, or such other

time period specified in the Default Notice (the “**Cure Period**”), to cure and correct the default. In the event the default is of such a nature that it cannot reasonably be cured and corrected within the Cure Period, the Occupant of the Defaulting Tenement shall not be deemed to be in default under this Agreement if the Occupant begins to cure or correct the default within the Cure Period and diligently pursues the cure or correction to completion. In the event the Occupant of the Defaulting Tenement does not cure or correct the default within the Cure Period (or any additional time that would be permitted under the immediately preceding sentence of this Section 7) the Occupant of the Non-defaulting Tenement may give notice and elect to cure the default and record a lien against the Defaulting Tenement for the costs of curing the default, plus reasonable attorneys fees and costs, including without limitation recording costs. Actions of the Parties under this Agreement which constitute a default shall also be deemed a public nuisance subject to abatement by the City of Lemoore under Chapter 4 of Title 4 of the Lemoore Municipal Code.

8. **Mediation.** In the event of a dispute between the Occupants concerning any matter relative to this Agreement and the dispute is not resolved within thirty (30) days after the dispute arose, the Occupants shall attempt to resolve such dispute by mediation. The parties shall each endeavor to mutually agree upon a mediator in Kings County, California, who shall hear the controversy or dispute. The cost of any mediation proceedings, including mediator fees, shall be borne equally by the parties.

9. **Binding Effect.** This Agreement and all of the provisions contained herein shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantors and Grantees and the Occupants of the Servient Tenement and the Dominant Tenement. However, no party’s duties and obligations under this Agreement

can be assigned to a third party without the prior written consent of the other party to this Agreement.

10. Entire Agreement. This document contains the entire agreement of the parties with respect to the matters covered herein and no other agreements, statements or promises made by any party which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Kings, State of California.

“GRANTOR”

By: Carol Ann Rocovits
CAROL ANN ROCOVITS

“GRANTEE”

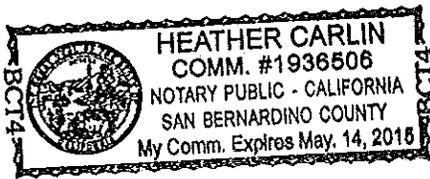
By: Carol Ann Rocovits
CAROL ANN ROCOVITS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On January ^{14th} 2012, before me, Heather Carlin, Notary Public, a Notary Public, personally appeared CAROL ANN ROCOVITS, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person 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.

(Seal)



Heather Carlin
NOTARY

EXHIBIT "A"
(Description of Servient Tenement)

Parcel B of Parcel Map recorded in Book ___ of Parcel Maps, at Page ___, Kings County Records; being a portion of Parcel C of map recorded in Book 7, Page 17 of Parcel Maps, Kings County Records in the City of Lemoore, County of Kings, State of California, lying in the Southwest Quarter of Section 2, Township 19 South, Range 20 East, Mount Diablo Base and Meridian.

Portion of APN 020-113-052

EXHIBIT "B"
(Location of Easement)

The North 47 feet of the following described property in the County of Kings, State of California, more particularly described as follows:

Parcel B of Parcel Map recorded in Book __ of Parcel Maps, at Page __, Kings County Records; being a portion of Parcel C of map recorded in Book 7, Page 17 of Parcel Maps, Kings County Records in the City of Lemoore, County of Kings, State of California, lying in the Southwest Quarter of Section 2, Township 19 South, Range 20 East, Mount Diablo Base and Meridian.

Portion of APN 020-113-052

EXHIBIT "C"
(Description of Dominant Tenement)

Parcel A of Parcel Map recorded in Book ___ of Parcel Maps, at Page ___, Kings County Records; being a portion of Parcel C of map recorded in Book 7, Page 17 of Parcel Maps, Kings County Records in the City of Lemoore, County of Kings, State of California, lying in the Southwest Quarter of Section 2, Township 19 South, Range 20 East, Mount Diablo Base and Meridian.

Portion of APN 020-113-052

RWG/Documents/Real Property/Driveway Easement.Rocovits.01.12.doc