

RECORDING REQUESTED BY)
AND WHEN RECORDED)
RETURN TO:)
)
ROBERT W. GIN)
111 E. 7th St.)
Hanford, CA 93230)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL 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 “Property A Owner”), and CAROL ANN ROCOVITS, an unmarried woman (hereinafter “Property B Owner”). Property A Owner and Property B Owner are collectively the “Parties”, and individually, a “Party”.

RECITALS

A Property A Owner 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 “Property A”); and

B. Property B Owner is the owner of that certain real property in the City of Lemoore, County of Kings, State of California, which is adjacent to Property A, and is more particularly described in the attached Exhibit “B” (hereinafter referred to as “Property B”); and

C. The Parties hereto desire to provide for mutual parking and other easements on the terms 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.** Each Party hereto grants to the other Party, and the

persons or entities (hereinafter collectively the “**Occupants**”) then legally on the property owned by each Party non-exclusive easements over, across and in the property of each Party for parking of motor vehicles in those portions of Property A and Property B, respectively, that are from time to time designated as Parking Areas. Property A Owner further grants to Property B, a non-exclusive easement across and in Property A for a trash storage enclosure that will service both Property A and Property B.

2. **Nature of the Easements.** For purposes of the easements granted in Paragraph 1 above, the parcels benefitted by each easement constitute the dominant estate, and the parcels burdened by each easement constitute the servient estate. The grant of an easement to a Party for that Party’s benefit shall also be a grant to and for the benefit of that Party’s heirs, successors, assigns, Occupants and invitees. Each easement granted herein is appurtenant to and for the benefit of the property owned by each Party. No easement may be transferred, assigned, or encumbered except as an appurtenance to the benefitted property.

3. **Cross Parking Easement.** There are a total of seven (7) parking spaces on Property A and Property B. Two and one-half (2 ½) parking spaces are on Property A, and four and one-half (4 ½) parking spaces are Property B. Property A is hereby granted an easement to use the parking spaces on Property B. Property B is hereby granted an easement to use the parking spaces on Property A. Subject to prior approval of the Parties, either Party shall have the right to relocate or reconfigure the parking area on its property; provided, however, that the total number of parking spaces on Property A and Property B shall not be less than seven (7), without the written approval of each Party hereto, and the City of Lemoore; and further provided that any relocation or reconfiguration does not affect the traffic flow between Property A and Property B.

4. **Trash Enclosure Easement.** The Property A Owner hereby grants to Property B

a non-exclusive easement for access to and use of a trash enclosure on Property A, in the approximate location shown on Exhibit "C", attached hereto and incorporated herein by reference.

5. **Repair and Maintenance Obligations.** Because the property lines between Property A and Property B split some of the parking spaces, both Parties shall be responsible for the repair and maintenance of the split parking spaces and each Party shall be responsible for parking areas on that Party's property. The Parties shall share the cost of the repair and maintenance of the trash enclosure area located on Property A. The costs shall be shared pro rata based on the respective square footage of the buildings on Property A and Property B. Except as otherwise agreed by the then-Occupant of Property A and the then-Occupant of Property B, the Occupant of Property A shall assume responsibility for obtaining bids from at least two (2) reputable contractors for any repairs or reconstruction that may be required for the trash enclosure on Property A. The Occupant of Property B 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 or reconstruction in accordance with the terms of the accepted bid.

6. **Non-Exclusive Easements.** Each Party's use of the Easements in this Agreement shall be non-exclusive. Each Party may grant or assign to others any right-of-way or easement in the property owned by that Party in a manner consistent with free use and enjoyment of the Easements.

7. **Termination or Modification of Easements.** Following written approval by the City of Lemoore, this Agreement and the Easements granted herein may be modified or terminate on the recording of a document signed by the then-owners of Property A and Property B to modify or terminate this Agreement.

8. **Default Under Agreement.** The failure of either Party (hereinafter the “Defaulting Party”) to repair and maintain the parking area on the respective property or to pay the expenses required under this Agreement shall be a default under this Agreement. In the event of such default, the non-defaulting Party shall send to the Defaulting Party a written notice (the “Default Notice”) specifying the action or failure to act that constitutes a default under this Agreement. The Defaulting Party 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 Defaulting Party shall not be deemed to be in default under this Agreement if the Defaulting Party begins to cure or correct the default within the Cure Period and diligently pursues the cure or correction to completion. In the event the Defaulting Party 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 Non-defaulting Party may give notice and elect to cure the default and record a lien against the property of the Defaulting Party 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.

9. **Mediation.** In the event of a dispute between the Parties concerning any matter relative to this Agreement and the dispute is not resolved within thirty (30) days after the dispute arose, the Parties 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

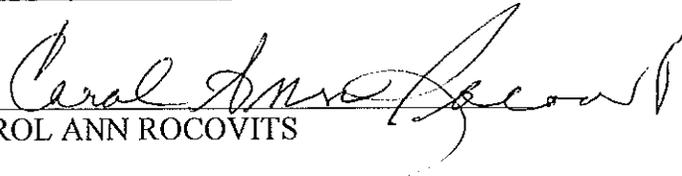
borne equally by the parties.

10. **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 of Property A and Property B. 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.

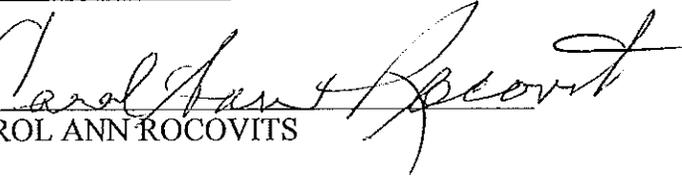
11. **Entire Agreement.** This document contains the entire agreement of the parties with respect to the matters covered herein and no other agreements, statements or promises made by any party which is not contained in this Agreement shall be binding or valid.

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

"Property A Owner"

By: 
CAROL ANN ROCOVITS

"Property B Owner"

By: 
CAROL ANN ROCOVITS

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

On January ^{14th} ~~19th~~, 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)



A handwritten signature in black ink, appearing to read "Heather Carlin".

NOTARY

EXHIBIT "A"
(Description of Property A)

The real property located in the City of Lemoore, County of Kings, State of California, more particularly described as follows:

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

EXHIBIT "B"
(Description of Property B)

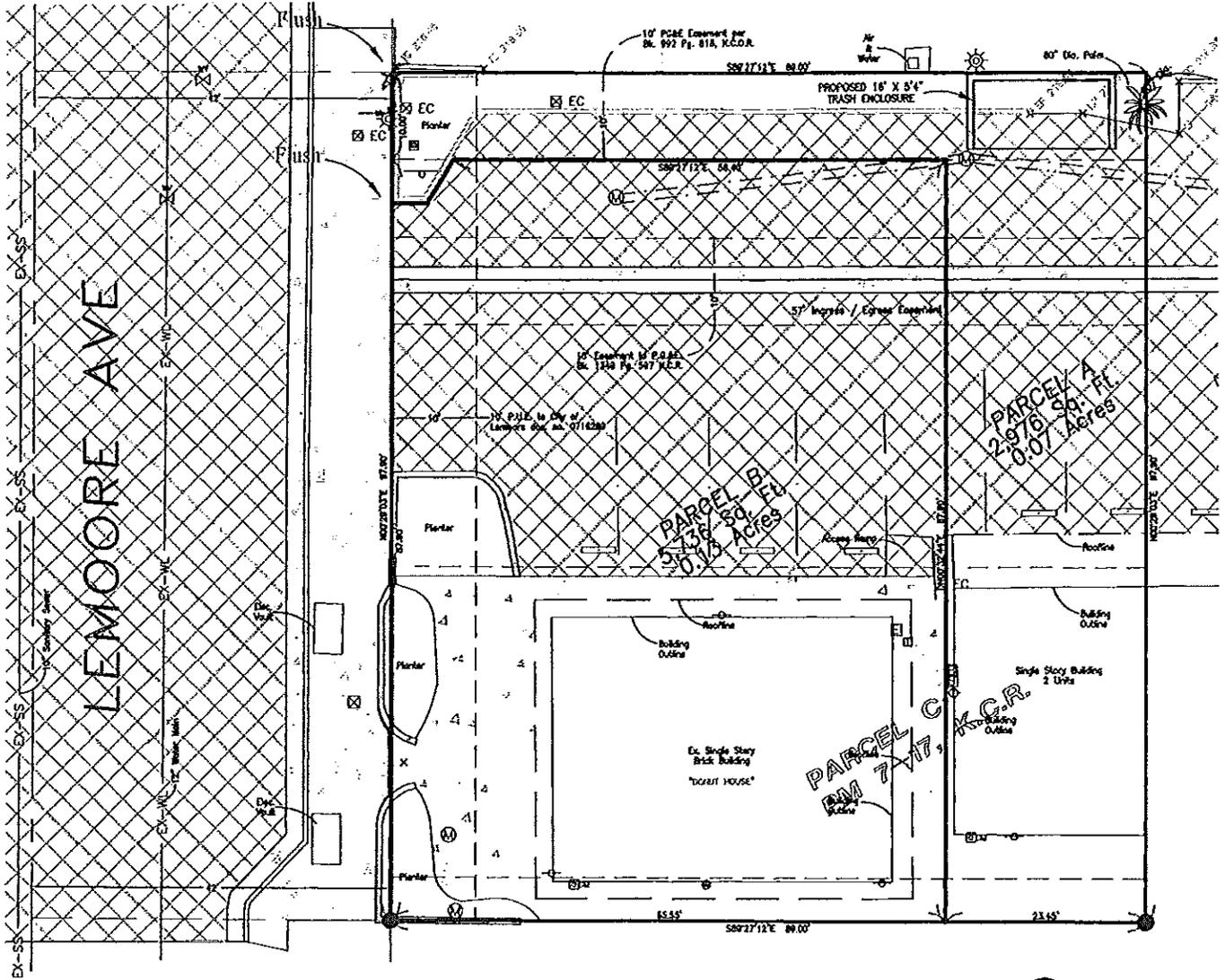
Parcel B of Parcel Map recorded in Book ___ of Parcel Maps, at Page ___, Kings County Records; being a portion of Parcel C of map recorded in Book 7, Page 17 of Parcel Maps, Kings County Records in the City of Lemoore, County of Kings, State of California, lying in the Southwest Quarter of Section 2,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

Portion of APN 020-113-052

EXHIBIT "C"
(Location of Trash Enclosure)

RWG/Documents/Real Property/Parking and Trash Enclosure Easement.Rocovits.01.12.doc

EXHIBIT 'C'



NORTH
1"=20'

CIVIL ENGINEERS ZUMWALT HANSEN & ASSOCIATES LAND SURVEYORS	609 N. IRWIN ST. P.O. BOX 1380 HANFORD, CA 93232 OFFICE: (559) 582-1056 FAX: (559) 584-4143	DATE <u>1/19/12</u> DRAWN BY <u>JTB</u> CHECKED BY <u>JH</u>	JOB NO. <u>0708111</u> INDEXED BY _____	SHEET NO. <u>1</u> / <u>1</u>
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