

**CHUCK STOREY**

COUNTY CLERK/RECORDER

STC STEWART TITLE COMPANY

Recording Requested By and  
When Recorded Mail To:Nina Sue Cadwell  
913 W. River St., Ste. 300  
Boise, Idaho 83702Doc#: **2019011889**

<b>Titles:</b>	<b>1</b>	<b>Pages:</b>	<b>10</b>
Fees		118.00	
Taxes		0.00	
Other		0.00	
PAID		118.00	

A.P.N: (053-073-027 and 053-073-028)

ABOVE SPACE FOR RECORDERS USE ONLY

**MAINTENANCE, SHARED ACCESS AND RECIPROCAL PARKING AGREEMENT**

THIS MAINTENANCE, SHARED ACCESS AND RECIPROCAL PARKING AGREEMENT has been made and entered into this 3rd day of JUNE 2019, by NINA SUE CADWELL, AS SUCCESSOR TRUSTEE OF THE BETTY M. TRAPNELL 2000 TRUST DATED JULY 18, 2000, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND NINA SUE CADWELL, AS SUCCESSOR TRUSTEE OF THE TESTAMENTARY TRUST ESTABLISHED UNDER THE LAST WILL AND TESTAMENT OF PAUL TRAPNELL DATED MAY 1, 1978, PURSUANT TO AN ORDER OF THE SUPERIOR COURT, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, IN CASE No. 13839, DATED JUNE 24, 1994, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST. hereinafter referred to as "Developer" with reference to the facts set forth below.

**RECITALS:**

**WHEREAS**, Developer is the owner of certain real property located at 238 and 260 E. Main Street, in the City of El Centro, County of Imperial, State of California, said property being one legal parcel and more particularly described on **Exhibit A**, and

**WHEREAS**, Developer owns and leases said real property and wants to subdivide its property for commercial purposes; and

**WHEREAS**, Developer has caused the preparation and recording of a parcel map, thereby subdividing Developer's property into two (2) distinct parcels, more particularly described as Parcel Map No. 18-03 and shown on **Exhibits B-1 and B-2**, and

**WHEREAS**, Developer will retain ownership of Parcel 1 of Parcel Map 18-03 and may lease, rent, transfer or sell Parcel 1 and 2, and

**WHEREAS**, Parcel 1 and Parcel 2 of Parcel Map 18-03 have separate and existing potable water, sanitary sewer and electrical utility services extended to each parcel's existing buildings, and

**WHEREAS**, Parcel 1 and Parcel 2 of Parcel Map 18-03 require ingress and egress access and additional parking spaces to allow development for commercial use, and

**WHEREAS**, Developer agrees to provide shared parking spaces and an easement for ingress and egress for use by Parcel 1 and Parcel 2 of Parcel Map 18-03, and



**WHEREAS,** This Agreement provides provisions necessary to facilitate the development of Parcel 1 and Parcel 2 of Parcel Map 18-03.

**NOW, THEREFORE,** In consideration of the mutual covenants contained herein Developer, current and future owners of Parcel 1 and Parcel 2 of Parcel Map 18-03 are legally bound and do hereby agree as set forth below.

1. **SHARED ACCESS.** Developer agrees to provide a perpetual, non-exclusive easement for ingress and egress across, over and through a portion of Parcel 1 and Parcel 2 of Parcel Map 18-03 to facilitate the movement of traffic to and from Parcel 1 and Parcel 2 of Parcel Map 18-03 and the publicly dedicated streets most proximate thereto. Developer further agrees to allow traffic movement from and to Parcel 1 and Parcel 2 of Parcel Map 18-03 to access the shared parking spaces.

Current and future owner(s) of Parcel 1 and Parcel 2 of Parcel Map 18-03 agree to provide a perpetual, non-exclusive easement for ingress and egress across, over and through portions of Parcel 1 and Parcel 2 of Parcel Map 18-03 to facilitate the movement of traffic to and from Developer's Parcel 1 and Parcel 2 of Parcel Map 18-03. Current and future owners of Parcel 1 and Parcel 2 of Parcel Map 18-03 further agree to allow traffic movement from Parcel 1 and Parcel 2 of Parcel Map 18-03 to access the shared parking spaces. Said easement is shown on **Exhibit C**.

2. **SHARED PARKING.** Developer agrees to share parking areas within Parcel 1 of Parcel Map 18-03 for use by Parcel 2 of Parcel Map 18-03 and share parking areas within Parcel 2 of Parcel Map 18-03 for use by Parcel 1 of Parcel Map 18-03. Future owner(s) of Parcel 1 and Parcel 2 of Parcel Map 18-03 agree to provide shared parking areas as provided by Developer.

3. **COSTS.** Costs for planning, developing the engineering drawings and construction of the shared and non-shared parking spaces within each parcel of Parcel Map 18-03 shall be borne by the respective owners of said parcels. The design of the shared and non-shared parking facilities shall be to the satisfaction of Developer and the respective owners of said parcels.

Costs for any required modification within Developer's property of curbing and driveways on East Main Street to facilitate the movement of traffic to and from Parcel 1 and Parcel 2 of Parcel Map 18-03 shall be borne by the respective owners of said parcels proportionate to the Daily Average Trips generated by the development within each parcel.

4. **MAINTENANCE RESPONSIBILITY.** Maintenance responsibilities shall be as set forth below:

A. The respective owner(s) of Parcel 1 and Parcel 2 of Parcel Map 18-03 shall be responsible for maintenance, repair and replacement at its sole cost and expense of the separate and existing building(s), potable water, sanitary sewer and electrical utility services extended to each existing parcel, excepting therefrom as provisioned in a separate agreement..

B. The respective owners of Parcel 1 and Parcel 2 of Parcel Map 18-03 shall be responsible for maintenance, repair and replacement at their sole cost and expense of



pavement, driveway(s), curbs, sidewalks, signs, pavement markers, pedestrian facilities and anti-skid devices within its property (including as set forth in 4(C) below)..

C. The respective owners of all parcels of Parcel Map 17-01 shall be responsible for maintenance, repair and replacement of pavement, curbs, sidewalks, signs, pavement markers, pedestrian facilities and anti-skid devices on and around the shared parking and access easement areas at a cost and expense proportionate to the Daily Average Trips generated by the development within each parcel.

5. **FAILURE TO MAINTAIN.** If the current and/or future owner(s) of Parcel 1 or Parcel 2 of Parcel Map 18-03 fail to reasonably fulfill their maintenance obligations set forth in 4(C) above, the aggrieved owner(s) may notify ("Deficiency Notice") said non-compliant owner(s) of the deficiency in performance. The Deficiency Notice shall be in writing and shall set forth with specificity the maintenance that was not performed. Within fifteen (15) days after a Deficiency Notice is given, said non-compliant owner(s) shall meet and confer in good faith to discuss with aggrieved owner(s) any such deficiency and to establish reasonable maintenance standards to implement. If, within thirty (30) days after such conference said owners have not fulfilled their maintenance obligation in accordance with the established maintenance standards (or, if the maintenance obligation cannot be fulfilled within thirty (30) days, or, if said owners have failed to commence implementing maintenance in accordance with such standards, or thereafter do not diligently complete such maintenance), then the aggrieved owner(s) shall have the right, but not the obligation, to perform the required maintenance pursuant to the terms of this Agreement. Aggrieved owner(s) shall exercise that right by delivering at least fifteen (15) days' prior written notice to the non-compliant owner(s) of aggrieved owner(s)'s performance of the maintenance required of said non-compliant owner(s) and aggrieved owner(s) shall deliver an invoice to said non-compliant owner(s) for actual and reasonable costs and expenses incurred in performing such maintenance. Aggrieved owner(s) shall be reimbursed within thirty (30) days after receipt of the invoice.

6. **CURRENT AND FUTURE OWNER(S) OF PARCEL 1 and PARCEL 2 of PARCEL MAP 18-03 RESPONSIBLE FOR DAMAGE CAUSED BY ITS AGENTS, EMPLOYEES, AND CONTRACTORS.** Should any agent, employee or contractor of the current and future owner(s) of Parcel 1 and Parcel 2 of Parcel Map 18-03 cause any damage to the other owner's improvements, the owner(s) whose agent, employee or contractor caused said damage shall be obligated to pay the reasonable costs incurred to repair such damage or replace the damaged improvement.

7. **INSURANCE AND LIABILITY.** During the term of the within Agreement Developer and the current and future owner(s) of Parcel 1 or Parcel 2 of Parcel Map 18-03 shall maintain and keep in full force and effect public liability insurance protecting against personal injury or property damage occurring on or about the premises. Limits shall be a minimum of One Million (\$1,000,000) Dollars, each occurrence, for personal injury or property damage, and Two Million (\$2,000,000) Dollars for personal injury or property in the aggregate. Said policy for each owner shall list both the owner and Developer as insured. Said insurance and liability coverage shall apply to the parking areas, driveways and related walkways only.

8. **WAIVER.** No delay or omission of the exercise of any right by any party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any provision, covenant or condition of this Agreement by any party



shall not be construed by the other parties as a waiver of a subsequent breach of any other or the same provision, covenant or condition.

9. **ENFORCEMENT.** Violation or breach of any covenant, agreement or provision contained herein shall give to the party in whose favor such covenant, agreement or provision was made, the right to prosecute a proceeding at law or in equity against the entity(s), person or persons who violated or are attempting to violate any such covenant, agreement or provision, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire and only agreement between the parties concerning the premises. No prior oral or written statements or Representation, if any, of any party hereto or any representative of a party hereto, not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way except by the mutual written agreement executed by the parties.

11. **SUCCESSORS-IN-INTEREST.** All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their successors and assigns, as the case may be.

12. **AMENDMENT AND TERMINATION.** This Agreement may be amended upon the mutual written agreement of Developer and the current and future owner(s) of Parcel 1 or Parcel 2 of Parcel Map 18-03. This Agreement shall terminate upon the written mutual agreement of Developer and the current and future owner(s) of Parcel 1 or Parcel 2 of Parcel Map 18-03.

13. **CONTACT INFORMATION.** Correspondence related to this Agreement shall be directed to:

**Owner – Parcel 1:**

Nina Sue Cadwell, Successor Trustee  
Attn: Nina Sue Cadwell  
913 W. River St., Ste. 300  
Boise, Idaho 83702  
Phone: (760) 353-2110  
Fax: (760) 353-2339

**Owner – Parcel 2:**

Nina Sue Cadwell, Successor Trustee  
Attn: Nina Sue Cadwell  
913 W. River St., Ste. 300  
Boise, Idaho 83702  
Phone: (760) 353-2110  
Fax: (760) 353-2339

14. **CALIFORNIA LAW.** This Agreement is being executed and delivered, is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

15. **RUNS WITH THE LAND.** All agreements contained herein shall operate as covenants running with the land for the benefit of Developer and the current and future owner(s) of Parcel 1 and Parcel 2 of Parcel Map 18-03.

16. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which when taken together will constitute one fully executed original.



IN WITNESS WHEREOF, This Agreement is made and executed on the day and year first written above.

**OWNER- PARCEL 1:**

NINA SUE CADWELL, AS SUCCESSOR TRUSTEE OF THE BETTY M. TRAPNELL 2000 TRUST DATED JULY 18, 2000, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND NINA SUE CADWELL, AS SUCCESSOR TRUSTEE OF THE TESTAMENTARY TRUST ESTABLISHED UNDER THE LAST WILL AND TESTAMENT OF PAUL TRAPNELL DATED MAY 1, 1978, PURSUANT TO AN ORDER OF THE SUPERIOR COURT, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, IN CASE No. 13839, DATED JUNE 24, 1994, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST.

By: Nina Sue Cadwell, Successor Trustee

Nina Sue Cadwell, Successor Trustee of the Betty M. Trapnell 2000 Trust dated July 18, 2000,  
as to an undivided fifty percent (50% interest)

By: Nina Sue Cadwell, Successor Trustee

Nina Sue Cadwell, Successor Trustee of the Testamentary Trust established under the last will and testament of Paul Trapnell, dated May 1, 1978, pursuant to an order of the Superior Court, County of Imperial, State of California, in Case No. 13839, dated June 24, 1994, as to an undivided fifty percent (50%) interest

**OWNER- PARCEL 2:**

NINA SUE CADWELL, AS SUCCESSOR TRUSTEE OF THE BETTY M. TRAPNELL 2000 TRUST DATED JULY 18, 2000, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND NINA SUE CADWELL, AS SUCCESSOR TRUSTEE OF THE TESTAMENTARY TRUST ESTABLISHED UNDER THE LAST WILL AND TESTAMENT OF PAUL TRAPNELL DATED MAY 1, 1978, PURSUANT TO AN ORDER OF THE SUPERIOR COURT, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, IN CASE No. 13839, DATED JUNE 24, 1994, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST.

By: Nina Sue Cadwell, Successor Trustee

Nina Sue Cadwell, Successor Trustee of the Betty M. Trapnell 2000 Trust dated July 18, 2000,  
as to an undivided fifty percent (50% interest)

By: Nina Sue Cadwell, Successor Trustee

Nina Sue Cadwell, Successor Trustee of the Testamentary Trust established under the last will and testament of Paul Trapnell, dated May 1, 1978, pursuant to an order of the Superior Court, County of Imperial, State of California, in Case No. 13839, dated June 24, 1994, as to an undivided fifty percent (50%) interest

(Attach appropriate notary acknowledgments)



## 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~~ Idaho  
County of Ada }

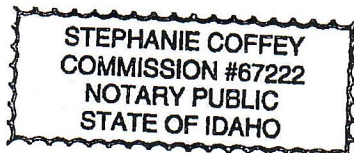
On 6/3/19 before me, Stephanie Coffey  
(insert name and title of the officer)

Personally appeared Mina Bul Cadwell  
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 [Signature] (Seal)



My Commission expires 02-25-2022  
Residing in Meridian, Idaho



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

The land referred to herein is situated in the State of California, County of Imperial, City of El Centro and described as follows:

**Parcel A:**

That portion of Tract 96 1/2, Township 16 South, Range 14 East, San Bernardino Meridian, in the City of El Centro, County of Imperial, State of California, according to United States Government Official Plat thereof, described as follows:

Beginning at the Northeast intersection of Main Street and Fairfield Drive, thence East 150 feet and parallel with Main Street to point of beginning; thence North and parallel to Fairfield Drive 180.5 to a point, thence East 250 feet and parallel to Main Street to a point, thence South 180.5 and parallel to Fairfield Drive to the North line of Main Street, thence West, 250 feet to point of beginning.

Excepting therefrom the North 30 feet thereof.

Together with that portion of the alley adjoining said portion of Tract 96 1/2 on the north as vacated and closed to public use by Resolution No. 77-59, Recorded in the office of the County Recorder of Imperial County, filed October 10, 1977 as Instrument No. 43 in Book 1407, Page 446 of Official Records.

APN: 053-073-028 and portion of APN: 053-073-027

**Parcel B:**

That portion of Tract 96 1/2 Township 16 South, Range 14 East, San Bernardino Meridian, in the City of El Centro, County of Imperial, State of California, according to United States Government Official Plat thereof, described as follows:

Beginning at the intersection of the East line of Fairfield Drive and the North line of Main Street; thence Easterly along the North line of Main Street a distance of 400 feet to the true point of beginning; thence Easterly along the North line of Main Street, a distance of 50 feet to a point; thence North, a distance of 180' 6" to a point; thence Westerly along a line parallel with the North line of Main Street a distance of 50 feet to a point; thence South a distance of 18' 6" to the point of beginning.

Excepting therefrom the North 30 feet thereof.

Together with that portion of the alley adjoining said portion of Tract 96 1/2 on the north as vacated and closed to public use by Resolution No. 77-59, Recorded in the office of the County Recorder of Imperial County, filed October 10, 1977 as Instrument No. 43 in Book 1407, Page 446 of Official Records.

Portion of APN: 053-073-027

APN: 053-073-027-000

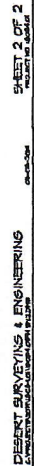
(End of Legal Description)



[illegible]



PARCEL MAP NO. 18-03  
PORTIONS OF TRACT 96-1/2, TOWNSHIP 16 SOUTH, RANGE 14 EAST, S.B.M.  
IN THE CITY OF EL CENTRO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



**EXHIBIT C**

The map shows two adjacent parcels, Parcel 1 and Parcel 2, separated by a 30-foot alley. Parcel 1 is on the left, measuring 170.00' by 50.00', with a total area of 0.704 acres. Parcel 2 is on the right, measuring 170.00' by 50.00', with a total area of 0.539 acres. The alley is 30 feet wide and is vacated by city resolution. The map includes bearings and distances for all boundaries, as well as a note about the lot line being abandoned by the parcel map. A north arrow is located in the upper right corner.

Parcel 1: 0.704 ACRES

Parcel 2: 0.539 ACRES

30' ALLEY VACATED BY CITY RESOLUTION NO. 77-59 AS PARCEL "B" PER BOOK 1407 PAGE 446 O.R.

LOT LINE ABANDONED BY THIS PARCEL MAP

Document Number: 2019011889 Page: 10 of 11



Certified Copy of Document number 2019011889

THIS IS A TRUE CERTIFIED COPY OF THE  
RECORD, IF IT BEARS THE SEAL AND SIGNATURE  
OF THE IMPERIAL COUNTY CLERK-RECORDER

DATE: 6/11/2020

CERTIFICATION FEE: 11.50



COUNTY CLERK-RECORDER

IMPERIAL COUNTY  
STATE OF CALIFORNIA