

PARKING AGREEMENT

This Parking Agreement (the "Agreement") is made this 1st day of April, 2015, by and between CALIFORNIA CORNER, LLC, a New Mexico limited liability company ("California Corner"), and ST. JOHN'S UNITED METHODIST CHURCH OF ALBUQUERQUE, NEW MEXICO, INCORPORATED, a New Mexico non-profit corporation ("St. John's").

BACKGROUND:

A. California Corner is the owner of the real property located in Bernalillo County, New Mexico, described on Exhibit A attached hereto (the "California Corner Property"). The address of the California Corner Property is 6121 Menaul Blvd. N.E., Albuquerque, New Mexico 87110.

B. St. John's is the owner of the real property located in Bernalillo County, New Mexico, described on Exhibit B attached hereto (the "St. John's Property"). The address of the St. John's Property is 2626 Arizona Street Northeast, Albuquerque, NM 87110.

C. California Corner desires to secure a license for the benefit of the California Corner Property, on, over and across a portion of the St. John's Property, for parking and access to and from the parking spaces on the St. John's Property.

D. St. John's has agreed to grant such a license on the terms and conditions set forth herein.

NOW THEREFORE IT IS AGREED:

1. **Grant of License.** In consideration of the payment by California Corner to St. John's of the sum of \$15,000.00, the receipt of which is hereby acknowledged, St. John's hereby grants to California Corner and the tenants of the California Corner Property, and their respective employees, representatives, agents and invitees (the "California Corner Licensees"), a non-exclusive license for the term of this Agreement to enter onto the portion of the St. John's Property designated for the parking of motor vehicles, as depicted on Exhibit C attached hereto (the "License Area"), for the parking of motor vehicles within the License Area; provided, however, that (a) this license does not permit the overnight parking of automobiles or the storage of automobiles within the License Area, and (b) this license permits the parking of a maximum of fifteen (15) motor vehicles at any one time within the License Area.

2. **Term.** The license herein granted is for a term of fifteen (15) years from the date of recording of this Agreement in the records of Bernalillo County, New Mexico. After the expiration of such fifteen (15) year term, the license granted herein shall terminate and shall be of no further force or effect, unless the term is extended by written agreement of the parties or their successors-in-interest and recorded in the records of Bernalillo County, New Mexico.

3. **Use.** The license herein granted shall be solely for the purpose of motor vehicle parking in the License Area and for motor vehicle and pedestrian ingress and egress to and from the

parking spaces in the License Area, and for no other purpose. The California Corner Licensees shall enjoy a non-exclusive license for parking on a first-come-first-served basis. St. John's and its members, employees, guests and invitees ("St. John's Users") shall retain the right to use the License Area for parking on a first-come-first-served basis. Notwithstanding the foregoing, during the term of this Agreement, St. John's shall not grant parking rights within the License Area to other parties who are not St. John's Users, and St. John's shall not materially reduce the number of available parking spaces within the License Area.

4. **Maintenance of Easement.** California Corner will pay to St. John's \$15,000.00 of the cost of resealing and restriping the License Area. Thereafter, St. John's, at its sole cost and expense, shall be responsible for maintaining and performing any necessary repairs to the License Area. Maintenance shall include but is not limited to: removal of snow, ice, litter and debris which may accumulate thereon; sealing and striping as needed; and maintenance of adjacent landscaping. California Corner, the California Corner Licensees and any subsequent owner of the California Corner Property or any part thereof shall have no obligation to maintain or repair the License Area.

5. **Indemnity; Insurance.**

(a) California Corner, for itself and its successors and assigns and any subsequent owner of the California Corner Property, shall defend, indemnify and hold harmless St. John's, its successors and assigns and any subsequent owner of the St. John's Property or any part thereof, of from and against all claims, demands, costs, expenses and liabilities to the extent caused by the negligence or intentional misconduct of California Corner or any California Corner Licensee on or about the License Property.

(b) California Corner and all subsequent owners of the California Corner Property shall procure and maintain during the term of this Agreement a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage. Such policy shall name the owner of the St. John's Property as an additional insured, and the owner of the California Corner Property shall deliver to the owner of the St. John's Property a certificate of insurance and endorsement evidencing such coverage including the commitment of the insurance carrier to deliver to the owner of the St. John's Property Ten (10) days' advance written notice of the cancellation of such policy.

(c) St. John's, for itself and its successors and assigns and any subsequent owner of the St. John's Property, shall defend, indemnify and hold harmless California Corner, its successors and assigns and any subsequent owner of the California Property or any part thereof, of from and against all claims, demands, costs, expenses and liabilities to the extent caused by the negligence or intentional misconduct of St. John's or any St. John's User on or about the License Property

(d) St. John's and all subsequent owners of the St. John's Property shall procure and maintain during the term of this Agreement a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage. Such policy shall name the owner of the California Corner Property as an

additional insured, and the owner of the St. John's Property shall deliver to the owner of the California Corner Property a certificate of insurance and endorsement evidencing such coverage including the commitment of the insurance carrier to deliver to the owner of the California Corner Property not less than Ten (10) days' advance written notice of the cancellation of such policy.

(e) The foregoing agreement to indemnify shall not require that either party indemnify, hold harmless, or insure defend the other party, including the its employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnified party, its officers, employees or agents, as provided for by NMSA 1978, §56-7-1.

6. **Binding Effect.** The license herein granted is an appurtenant license for the benefit of the California Corner Property. This Parking Agreement shall be binding upon the parties hereto and their successors in interest and assigns and all subsequent owners of the St. John's Property and the California Corner Property. The license granted herein shall run with the land.

7. **Amendment.** This Agreement may not be altered or amended unless in writing and signed by all parties.

CALIFORNIA CORNER:

California Corner, LLC,
a New Mexico limited liability company

By: [Signature]
Name: Dave Hill
Title: President
Date: 3/13/15

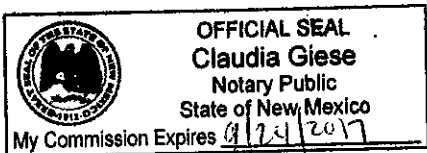
ST. JOHN'S:

ST. John's United Methodist Church of Albuquerque,
New Mexico, Incorporated, a New Mexico non-profit
corporation

By: [Signature]
Name: LESLIE A. BRUCE
Title: PRESIDENT OF TRUSTEES
Date: 03/06/2015

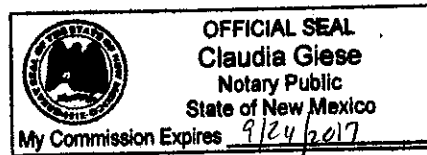
STATE OF NEW MEXICO)
) ss:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by David Hill, president of California Corner, LLC, a New Mexico limited liability company.



Claudia Giese
Notary Public
My Commission Expires: 9/24/2017

STATE OF NEW MEXICO)
) ss:
COUNTY OF BERNALILLO)



The foregoing instrument was acknowledged before me this 6 day of March, 2015, by Leslie Bruce, President of Trustees of St. John's United Methodist Church of Albuquerque, New Mexico, Incorporated, a New Mexico non-profit corporation.

Claudia Giese
Notary Public
My Commission Expires: 9/24/2017

Exhibit A

California Corner Property

Lot numbered Five (5) in Block numbered Two (2) of Vista Encantada, a Subdivision, Albuquerque, Bernalillo County, New Mexico, as shown and designated on the plat of said Subdivision, filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 21, 1948, in Plat Book C, Page 108

Exhibit B

St. John's Property

Tract "M" of the Summary plat of Lots Six (6) through Nineteen (19) of Block Two (2); Lots Six (6) through Twelve (12) of Block Three (3) and that portion of California Street N.E. between the southerly right-of-way line of Phoenix Avenue N.E. and the North property line of Lot Six (6), Block Three (3), and Lot Nineteen (19), Block Two (2) of the Vista Encantada Addition, Albuquerque, New Mexico, as shown on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 21, 1948, filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 5, 1979.

Exhibit C

License Area

