

## RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Easement Agreement") is effectively dated the 16<sup>th</sup> day of November, 2023, ("Effective Date"), by and between San Roque Apartments, LLC, a New Mexico limited liability company ("SR") and La Serena Apartments, LLC, a New Mexico limited liability company ("LS").

### RECITALS

WHEREAS, SR is the owner of that certain real property located in Albuquerque, New Mexico, and legally described on Exhibit A-1, attached hereto and incorporated by this reference ("SR"), which will contain ten (10) two-story and one (1) four-story apartment buildings containing 137 apartment units.

WHEREAS, LS is the owner of that certain real property located in Albuquerque, New Mexico and legally described on Exhibit B, attached hereto and incorporated by this reference ("LS"), which will contain one (1) four-story apartment building containing 100 apartment units.

WHEREAS, the SR Property is adjacent to and abuts the LS Property.

WHEREAS, the LS Property is adjacent to and abuts the SR Property.

WHEREAS, the SR Property and LS Property will each contain road and driveway improvements which will be constructed and which allow access to and through the SR Property and LS Property to and from Coors Boulevard NW.

WHEREAS, SR desires to grant an access easement in, on, over and across the SR Property for the benefit of LS and LS desires to grant an access easement in, on, over and across the LS Property for the benefit of SR.

NOW, THEREFORE, it is mutually agreed by and between the Parties as set forth below:

**1. Construction of Driveway and Parking Improvements.** SR shall at its sole cost and expense, install and construct paving and other improvements to the Driveway Area in accordance with the Requirements of Law. For Purposes of this Agreement, "Requirements of Law" means all requirements relating to land use and building construction, including, without limitation, planning, zoning, subdivision, environmental, air quality, storm water, flood hazard, safety and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any or all of the foregoing and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions which now or hereafter may apply to the construction, existence, use and/or operation of the Driveway Area.

**2. Construction of Driveway and Parking Improvements.** LS shall at its sole cost and expense, install and construct paving and other improvements to the Driveway Area in accordance with the Requirements of Law. For Purposes of this Agreement, "Requirements of Law" means all requirements relating to land use and building construction, including, without limitation, planning, zoning, subdivision, environmental, air quality, storm water, flood hazard,

safety and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with any or all of the foregoing and other applicable statutes, rules, orders, regulations, laws, ordinances and covenants, conditions and restrictions which now or hereafter may apply to the construction, existence, use and/or operation of the Driveway Area.

**3. Vehicular Pedestrian Parking Access Easement.** LS hereby grants to SR over and across the LS Property, and SR hereby grants to LS over and across the SR Property, a non-exclusive vehicular and pedestrian ingress and egress easement and a vehicular parking easement in, on, over and across the SR Property and the LS Property for the purposes of accessing Coors Blvd NW and Cloudcroft Road NW and parking vehicles and motorcycles. The scope of use shall be on a substantially similar basis and manner as that of public street and thoroughfare and sidewalks, including but not limited to, ingress and egress for the improvements located on the SR Property and LS Property.

**4. Shared Parking.** The site plan approved by the City of Albuquerque for San Roque and La Serena is attached as Exhibit B ("Site Plan"). The Site Plan requires San Roque to provide a total of 144 parking spaces and requires La Serena to provide a total of 105 parking spaces for a total parking space requirement for the entire development of 249 spaces. The development plan shows 281 spaces 218 contained on the SR Property and 63 contained on the LS Property, 32 or more than the City of Albuquerque requires. SR hereby grants to LS and LS hereby grants to SR a non-exclusive right for LS residents and SR residents, their guests and invitees to park on either the SR property or the LS property. SR and LS each reserve the right to reserve up to a reasonable number of spaces for the exclusive use of the LS residents and the SR residents as applicable.

**5. Not a Public Dedication.** Nothing contained in this Easement Agreement shall be deemed to be a dedication of any portion of the SR Property or the LS Property to the general public or for the general public or for any public purposes whatsoever, it being the intention that the grant of easements will be strictly limited to and for the purposes expressed in this Easement Agreement.

**6. Covenant to Run with Land.** This Easement Agreement and the easements granted herein shall be deemed to be covenants which run with the LS Property and the SR Property and will inure to the benefit of the Parties and their respective successors and assigns.

**7. Term of Easement.** This Easement Agreement shall be perpetual, unless otherwise agreed to in a subsequent written agreement signed by the Parties or their successors, or unless otherwise terminated or abandoned pursuant to law.

**8. Maintenance.** LS shall be solely responsible for its respective cost of operating, maintaining and repairing the vehicular and pedestrian easements encumbering the LS Property. SR shall be solely responsible for its respective cost of operating, maintaining and repairing the vehicular and pedestrian easements encumbering the SR Property.

**a. Failure to Maintain, Repair or Replace.** In the event that any Party fails to pay its share of the costs and expenses associated with maintaining, repairing or replacing the SR



Property and the LS Property, the non-defaulting Party will have the right to send a notice to the defaulting Party of such failure. If the failure is not cured within ten (10) days of when the notice is sent, the non-defaulting Party will have the right under this Easement Agreement to cure the failure and collect from the defaulting Party all reasonable expenses and costs, including attorneys' fees, incurred in curing the failure. Additionally, if the non-defaulting Party actually incurs or pays such costs and the defaulting Party fails to reimburse the amount thereof to the non-defaulting Party within twenty (20) days of written demand therefor, all such costs shall become subject to the applicable debt collection laws of the state of New Mexico.

**9. Reciprocal Liability and Indemnification (LS).** LS agrees to indemnify, defend, and hold SR and SR's agents, guests, occupants, tenants, service providers, employees, licensees, agents, representatives and invitees (collectively "SR Indemnities") harmless from all claims, demands, suits and causes of action, and the accompanying liabilities, damages, losses, costs and expenses, whether presently known or unknown, or fixed or contingent (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same) (collectively, "Claims") incurred by the SR Indemnities as a result of any breach by LS of this Easement Agreement or the gross negligence or intentional misconduct of LS in the exercise of any rights under this Section 9 are unconditional and shall survive and continue in effect after the termination of this Easement Agreement.

**10. Reciprocal Liability and Indemnification (SR).** SR agrees to indemnify, defend, and hold LS and LS's agents, guests, occupants, tenants, service providers, employees, licensees, agents, representatives and invitees (collectively "LS Indemnities") harmless from all claims, demands, suits, and causes of action, and the accompanying liabilities, damages, losses, costs and expenses, whether presently known or unknown, or fixed or contingent (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same) (collectively, "Claims") incurred by the LS Indemnities as a result of any breach by SR of this Easement Agreement or the gross negligence or intentional misconduct of SR in the exercise of any rights under this Section 10 are unconditional and shall survive and continue in effect after the termination of this Easement Agreement.

**11. Not a Partnership.** The Parties do not intend by this Easement Agreement, in any way or for any purpose, to become partners or joint ventures of the other in the conduct of their respective businesses or of this Easement Agreement.

**12. Notices.** Any notices required or permitted to be given under this Easement Agreement shall be in writing and shall be delivered: (i) by hand or via a national overnight courier; (ii) via facsimile with a confirmed receipt; or (iii) mailed by certified or registered mail, return receipt requested, with postage prepaid and addressed as follows:

If to LS:

La Serena Apartments, LLC  
La Serena-SHCNM LLC  
c/o Laura Chavez, CEO  
Supportive Housing Coalition of New Mexico  
1717 Louisiana Blvd NE, Ste. 209  
PO Box 27459  
Albuquerque, NM 87125

And

La Serena-TDC Associates LLC  
c/o Thomas Development Co.  
420 W. Main, Suite 300  
Boise, Idaho 83702  
Attn: Thomas C. Mannschreck

San Roque Apartments, LLC  
San Roque-SHCNM LLC,  
c/o Laura Chavez, CEO  
Supportive Housing Coalition of New Mexico  
1717 Louisiana Blvd, Ste. 209  
PO Box 27459  
Albuquerque, NM 87125

and

San Roque-TDC Associates  
c/o Thomas Development Co.  
420 W. Main, Suite 300  
Boise, Idaho 83702  
Attn: Thomas C. Mannschreck

Notwithstanding anything to the contrary contained herein, notice is deemed to have been given on the date on which notice is delivered, if notice is given by 5:00 p.m. (Albuquerque, New Mexico time) by personal delivery or telecopy, on the business day after the date of delivery to the overnight courier service, if that service is used, and on the third business day after the date of deposit in the mail, if mailed.

### **13. Miscellaneous Provisions.**

**a. Successors and Assigns.** This Easement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns in perpetuity.

**b. Incorporation.** The above recitals and all exhibits to this Easement Agreement are hereby incorporated by this reference. This, including all exhibits, is the entire agreement between the Parties with respect to the subject matter.

**c. Other Documents.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Easement Agreement and the terms and provisions of any other document, instrument or agreement executed in connection with or in furtherance of this Easement Agreement, including any exhibits to this Easement Agreement, the other document, instrument or agreement must be



consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Easement Agreement, which must be deemed to prevail and control.

**d. Oral Agreements.** There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

**e. Amendments.** This Easement Agreement may not be amended or modified except by a document in writing signed by the Parties hereto.

**f. Severability.** If for any reason any provision of this Easement Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Easement Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

**g. Recording.** This Easement Agreement shall be recorded.

**h. No Waiver.** The waiver by any Party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

**i. Venue and Governing Law.** Each Party specifically acknowledges and agrees that this Easement Agreement and its interpretation and enforcement are governed by the laws of the state of New Mexico. Furthermore, each Party irrevocably (i) submits to the jurisdiction of any court of the state of New Mexico located in Bernalillo County for the purpose of any suit, action or other proceeding arising out of this Easement Agreement or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (ii) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) agrees not to commence any Proceeding other than in such courts and (v) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

**j. Counterparts Permitted.** This Easement Agreement may be signed in several counterparts, each of which shall be deemed an original but all constituting only one agreement.

**k. Time of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and provisions of this Easement Agreement.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date set forth above.

**San Roque Apartments, LLC,**  
a New Mexico limited liability company

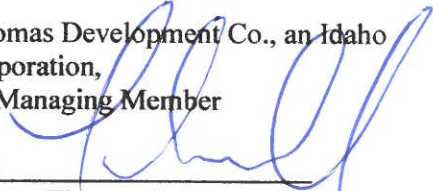
By: San Roque-SHCNM LLC  
a New Mexico limited liability  
company,  
its Managing Member

By: Supportive Housing Coalition of  
New Mexico,  
a Mexico nonprofit corporation,  
its Managing Member

By:   
Name: Laura Chavez  
Title: President/CEO

By: San Roque-TDC Associates LLC  
a New Mexico limited liability  
company,  
its Managing Member

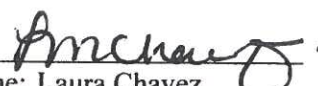
By: Thomas Development Co., an Idaho  
corporation,  
its Managing Member

By:   
Name: Thomas C. Mannschreck  
Title: President

**La Serena Apartments, LLC,**  
a New Mexico limited liability company

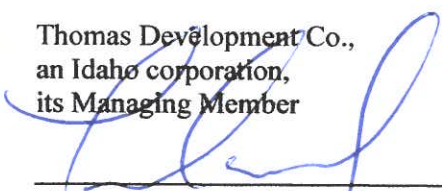
By: La Serena-SHCNM, LLC,  
a New Mexico limited liability  
company,  
its Managing Member

By: Supportive Housing Coalition of  
New Mexico,  
a Mexico nonprofit corporation,  
its Managing Member

By:   
Name: Laura Chavez  
Title: President/CEO

By: La Serena-SHCNM, LLC  
a New Mexico limited liability  
company,  
its Managing Member

By: Thomas Development Co.,  
an Idaho corporation,  
its Managing Member

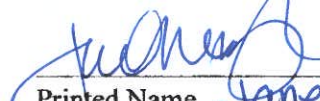
By:   
Name: Thomas C. Mannschreck  
Title: President

STATE OF IDAHO )  
 )  
:SS  
County of Ada )

This instrument was signed and sworn to before me on November 16, 2023, by  
Thomas C. Mannschreck, Manager/Member of San Roque-TDC Associates, LLC and La Serena-  
TDC Associates, LLC.



WITNESS my hand and official seal.


  
Printed Name Jane A. Mrozek  
NOTARY PUBLIC FOR THE STATE OF Idaho  
My commission expires: 03/08/2028

STATE OF NEW MEXICO )  
 )  
:SS  
County of Bernalillo )

This instrument was signed and sworn to before me on November 16, 2023, by  
Laura Chavez, President/CEO of Supportive Housing Coalition of New Mexico, Managing  
Member of San Roque-SHCNM, LLC and La Serena-SHCNM, LLC.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
DEBORAH S. DAVIS  
Commission Number 1102364  
My Commission Expires July 1, 2025

WITNESS my hand and official seal.

  
Printed Name Deborah S Davis  
NOTARY PUBLIC FOR THE STATE OF NM



**EXHIBIT A-1**  
**LS PROPERTY LEGAL DESCRIPTION**

Beginning at the southeast corner of the subject tract, lying on the west right of way line of Coors Boulevard, N.W., marked by a no. 4 rebar with plastic cap.

Thence, from said point of beginning, along said west right of way line, N 00°56'00.00" E, a distance of 13.52 feet to a point of curvature with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence continuing along said west right of way line, along a curve to the right, having an arc length of 26.78 feet, a radius of 50.00 feet, a delta angle of 30°41'00", a chord bearing of S 14°59'09" E, and a chord length of 26.46 feet to an angle point with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence continuing along said west right of way line, N 00°55'55.43" E, a distance of 60.00 feet to a point of curvature with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence continuing along said west right of way line, along a curve to the right, having an arc length of 26.78 feet, a radius of 50.00 feet, a delta angle of 30°41'00", a chord bearing of S 15°41'51" W, and a chord length of 26.46 feet to an angle point with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence leaving said west right of way line, N 89°04'00.00" W, a distance of 150.00 feet to an angle point with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence N 00°56'00.00" E, a distance of 199.43 feet to an angle point with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence S 89°46'07.00" E, a distance of 125.25 feet to a point of curvature with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence along a curve to the right, having an arc length of 39.58 feet, a radius of 25.00 feet, a delta angle of 90°42'20", a chord bearing of N 44°24'57" W, and a chord length of 35.57 feet to an angle point lying on the west right of way line of Coors Boulevard, N.W., with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence continuing along said west right of way line, N 01°45'48.76" E, a distance of 50.32 feet to an angle point with a found no. 4 rebar with plastic cap "G. Gritsko, PS 8686".

Thence leaving said west right of way line, N 89°11'28.00" W, a distance of 417.37 feet to an angle point with no. 4 rebar with plastic cap.



Thence S  $00^{\circ}34'32''$  E, a distance of 354.96 feet to an angle point with no. 4 rebar with plastic cap.

Thence N  $89^{\circ}26'53''$  E, a distance of 410.62 feet to the point of beginning, containing 2.6435 acres (115,151 square feet), more or less.

**EXHIBIT B**  
**SITE PLAN**



