

## SHARED PARKING AGREEMENT

Owner/ApplicantName: Homewise, Inc. Business Name: Homewise, Inc.Street Address: 803 2nd ST SW, Albuquerque NM 87102 Legal Description: \* 001 H ATLANTIC & PACIFICL1THRUL3 EXC W 50 FTUPC #: 101405719116332110Owner of Off-Site Parking AreaName: Homewise, Inc. Business Name: Homewise, Inc.Street Address: Lot on NEC of 2nd St SW and Atlantic Ave SW Legal Description: \*A2 H LAND DIVISION PLAT OFTHE E 99FT OF LTS 5 6 & 7 & ALLLOT 8 & E 32FT LT 21UPC #: 101405719015032108

In conjunction with the development of Tenant Improvement, located at 803 2nd ST SW, Albuquerque, NM 87102 (the "Property") for which the legal description is \* 001 H ATLANTIC & PACIFIC L1THRUL3 EXC W 50 FT, the City of Albuquerque has allowed, and Homewise, Inc. (the "Owner") has voluntarily elected, for a reduction to off-street parking requirements based upon § 14-16-5-5(C)(5)(b) Shared Parking Reduction of the Integrated Development Ordinance (IDO) and the currently known tenant uses proposed and/or existing on the Property.

The provided site plan, as shown on Exhibit B, includes a parking layout and the reduced parking calculations. Based on the site plan and considering the tenant uses, the IDO requires a minimum of one (1) off-street parking spaces. Under the terms of this Agreement, one (1) off-street parking spaces will be provided on the Property, while the difference between the required number of off-street parking spaces and the parking spaces provided on the Property – one (1) parking spaces – will be provided on the property with the off-site parking area, \*A2 H LAND DIVISION PLAT OF THE E 99FT OF LTS 5 6 & 7 & ALLLOT 8 & E 32FT LT 21.

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AGRE R \$25.00 Linda Stover, Bernalillo County

The Owner, and its successors and assigns, agrees that it will not change the tenant uses at the Property in a manner that increases the number of required off-street parking spaces unless additional parking spaces are provided. In the event that there are changes to the tenant uses which would increase the number of required off-street parking spaces on the Property, the parking calculations shall be updated by the Owner to reflect such change and presented to the City.

Furthermore, the Owner agrees that the Property shall operate an open/shared parking arrangement, whereby, the Owner shall not segregate property access/parking rights or significantly impair access to parking on the Property by the users of any portion of the Property.

The foregoing shall not, however, impair the right of the Owner or its successors to declare exclusive parking areas for such items as spaces for disabled drivers, loading, designated timed areas such as "15 minute" temporary parking areas, or any other areas set forth on any site plan of the Property approved by the City, or to take commercially reasonable actions to prevent parking in areas which are not designated parking spaces on the site plan.

No sale or transfer of all or any portion of the Property shall be deemed to void or violate this Agreement. The terms of this Agreement shall bind the Owner, successors, and assigns. This Agreement can be amended with mutual consent of the Owner and the City of Albuquerque. If an amendment is necessary, the City will not unreasonably withhold its consent to reasonably amend the Agreement in case of a sale or transfer.

THIS AGREEMENT SHALL BE RECORDED WITH THE BERNALILLO COUNTY CLERK'S OFFICE PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROPERTY.



## SHARED PARKING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted below by the Planning Director.

[Signature] STATE OF NEW MEXICO 5/19/22  
Owner (applicant) NOTARY PUBLIC Date

[Signature] NANCY GUTIERREZ  
Owner (off-site parking area) COMMISSION # 1114260 Date  
EXPIRING 03/02/2024 5/19/22

DocuSigned by:  
Nicole R. Sanchez 6/14/2022 | 11:10 AM MDT  
Approved as to Form - City Attorney Date

DocuSigned by:  
Alan Landa 6/14/2022 | 11:35 AM MDT  
City of Albuquerque, Date  
Planning Director or Designee

STATE OF NEW MEXICO )  
County of Bernalillo ) ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2022, by Johanna Gilligan on behalf of the Owner.

My Commission Expires:

03/02/2024

Nancy Gutierrez  
Notary Public

STATE OF NEW MEXICO )  
County of Bernalillo ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of the Owner.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

