

Attachment C

RECIPROCAL PARKING LICENSE AGREEMENT

**Between Redevelopment Agency of the County of Monterey
And the Roman Catholic Bishop of Monterey, California,
A Corporation Sole (Our Lady of the Assumption)**

This Reciprocal Parking License Agreement is made and entered into on the 14 day of October, 2009, in Monterey County, California, by and between the Redevelopment Agency of the County of Monterey, a public body, corporate and politic ("Agency") and the Roman Catholic Bishop of Monterey, California, A Corporation Sole, ("Church").

The Agency owns that certain improved real property located at 29 Bishop Street, in the in the County of Monterey, State of California, more particularly described as APN 117-323-013-000 in Exhibit "A," attached hereto and incorporated herein by this reference ("Agency Property"). Located on the Property is an office building, together with 16 parking spaces.

The Church owns that certain parcel of improved real property located at 100 Salinas Road, in the County of Monterey, State of California, more particularly described as APNs 117-323-011-000 and 117-323-012-000 in "Exhibit B," attached hereto and incorporated herein by this reference ("Church Property"). Located on the Church Property are a church and a parish hall, together with 114 parking spaces.

The parties, by this agreement, wish to grant reciprocal licenses for parking to each other for the purposes and subject to the limitations described below.

NOW THEREFORE, the parties agree:

Grants of License.

The Agency hereby grants to the Church a non-exclusive right to use the parking spaces located at 29-A Bishop Street Real Property more particularly described in the Diagram attached hereto as "Agency Parking" and marked Exhibit "C," and incorporated herein by this reference ("Agency Parking Area").

The Church hereby grants to Agency a non-exclusive right to use the parking spaces located more particularly as described in the Diagram attached hereto as "Church Parking" and marked Exhibit "C," attached hereto ("Church Parking Area").

Purpose.

The purpose of these Reciprocal Licenses shall be for the temporary parking of motor vehicles within a total of 114 (Church) and 16 (Agency) parking spaces located on each of the party's real property and more specifically shown in Exhibit C attached hereto. The use of the parking spaces within the Church Parking Area by the Agency's tenants and users shall be limited to Monday through Friday of each week from 7:00 a.m. until 5:00 p.m. and Saturday from 7:00 a.m. until 12:00 noon. Use of the parking spaces within the Agency Parking Area by the Church and its users shall be limited to the hours before 8:00 a.m. and after 5:00 p.m. on Monday

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through Friday of each week, after the hour of 12:00 noon on Saturday, and all day and evening every Sunday.

In addition, Agency shall be entitled to the non-exclusive use of the Church's Parking Area for occasional community evening meetings, provided a minimum of 7 days' prior written notice is given. Agency shall consult with Church to minimize any conflict in uses.

Maintenance.

Each party shall maintain its own real property, including the portion of the Parking Area located on its real property. Each party, at their own cost, shall promptly repair any damage to any Parking Area caused by that party or its agents, employees, or invitees. Each party agrees to give the other party reasonable notice of the occurrence of any damage to the respective Parking Areas.

Maintenance shall include keeping the pavement of the Parking Area surface in good repair and free of hazards to pedestrians and automobiles, striping of parking spaces pursuant to minimum requirements of the County of Monterey, located on each party's respective Parking Area.

Term

The term of the reciprocal licenses granted herein shall be for period of Five (5) years from the date of execution of this Agreement and shall automatically renew for another Five (5) year period unless written notice of cancellation is give by one party to the other at least Sixty (60) days prior to the end of the initial Five (5) year term.

Uses.

Uses in the Parking Areas shall be limited to parking.

Hold Harmless.

Each of the parties for itself and its successors and assigns, agrees to indemnify and hold the other party, its officers, employees and agents harmless from any and all damages, claims, losses, suits, actions and costs, including attorney's fees, brought against the other party arising out of the use by one party or that party's employees, agents or invitees of the rights granted to said party pursuant to this Agreement.

Notices.

Any notice, demand or communication under, or in connection with, this Agreement may be served upon each party by personal service, by electronic transmission, by facsimile or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to:

Agency: Redevelopment Agency of the County of Monterey
Attn: Director, Housing and Redevelopment Office
168 W. Alisal Street, 3rd Floor
Salinas, California 93901

Church: DIOCESE OF MONTEREY
425 Church Street

Reciprocal Parking License Agreement
[date]

Monterey, CA 93942

Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail. Either Owner or Operator may change such address by notifying the other Party in writing as to such new address as Operator or Owner may desire used and which address shall constitute as the address until further written notice.

Successors and Assigns.

The rights and obligations granted under this Agreement shall extend to the benefit of the respective successors and assigns of each of the parties.

Entire Agreement

This Agreement contains the sole and entire agreement of the parties, and correctly sets forth the rights, duties and obligations of each to the other, any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are hereby superseded and of no force and effect.

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

The Redevelopment Agency of
the County of Monterey

Roman Catholic Bishop of
Monterey, California


By:



Title:

Chair, Board of Supervisors

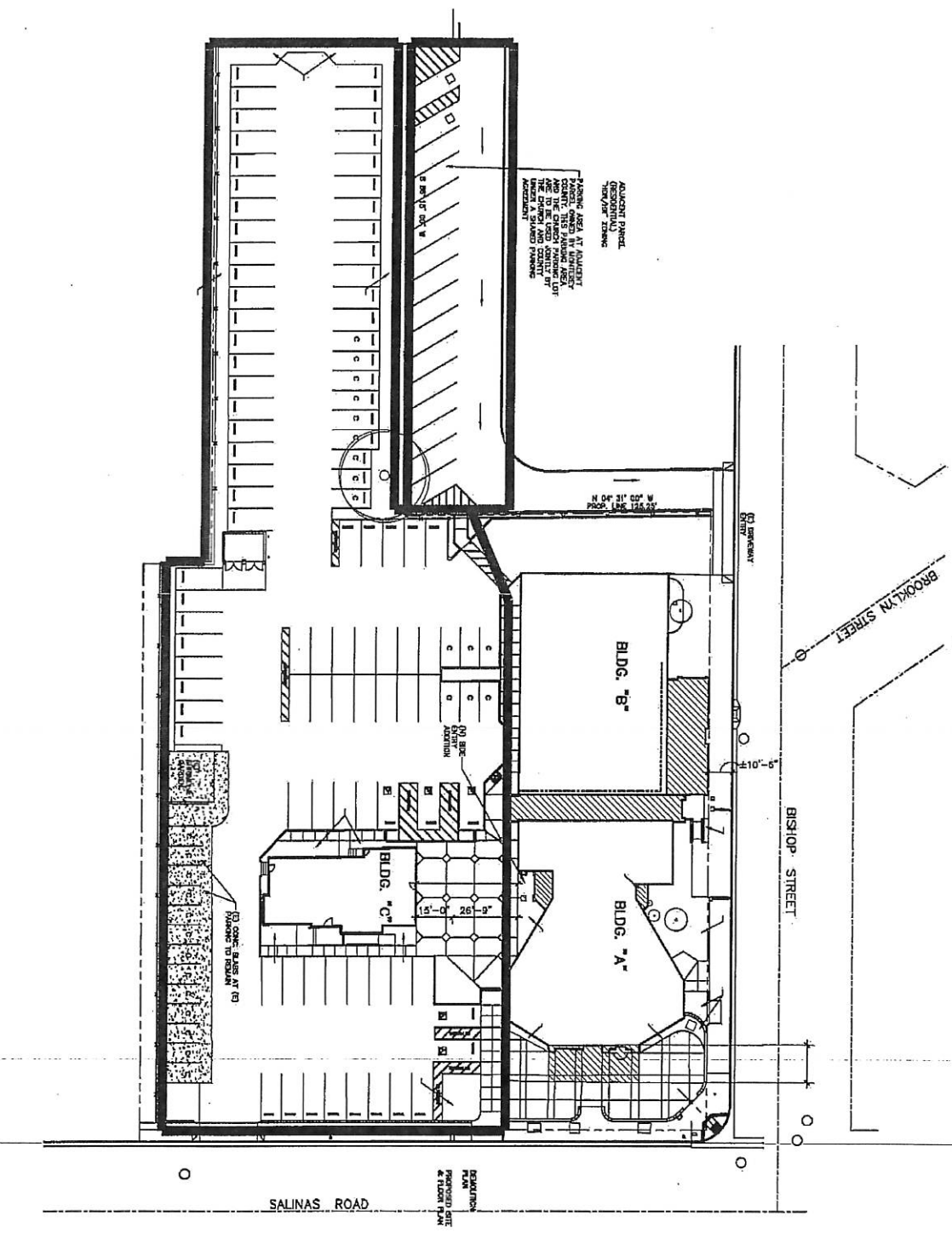
By:



Title:

Finance Officer

Exhibit C



Agency Parking
Church Parking