

AGREEMENT TO PROVIDE JOINT-USE PARKING

The Municipality of Anchorage, hereinafter the "Municipality," and _____, hereinafter the "Owner(s)," enter into the following AGREEMENT TO PROVIDE JOINT-USE PARKING ("Agreement") which shall become effective on the date the Agreement is fully executed.

The Owner(s) is/are a(n) _____, and _____ execute(s) this Agreement on behalf of the Owner(s) in the capacity of _____ and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s).

The Owner(s) own(s) a parcel of real property described as: _____, located in the Seward Meridian and the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A.

The Owner(s) covenant(s) and agree(s) this Agreement is only for the following specific uses, with the limitations as specified below:

Use #1: _____

Location: _____

Hours of operation: _____

Basis of parking requirement: _____

Number of required parking spaces (considered separately): _____

Use #2: _____

Location: _____

Hours of operation: _____

Basis of parking requirement: _____

Number of required parking spaces (considered separately): _____

The Municipality and the Owner(s) agree a total of _____ off-street parking spaces is required to serve the joint uses specified above.

The Owner(s) covenant(s) and agree(s) he/she/they and his/her/their heirs, successors, and assigns, shall provide and maintain _____ parking spaces on the parcel, designed and constructed in accordance with Title 21 of the Anchorage Municipal Code, for the use and benefit of above-described specific uses. The Owner(s) further covenant(s) and agree(s) neither the above-described uses nor the parking configuration shown on Appendix A shall be altered, changed or revised in any manner without the prior written consent of the Municipality.

This agreement shall terminate upon the recording of a written release issued by the Municipality of Anchorage.

It is understood that violation of this Agreement shall constitute a violation of Title 21 of the Anchorage Municipal Code, and will be subject to all the penalties and remedies provided by law for such a violation.

OWNER

By: _____
Name: _____
Title: _____
Date: _____

OWNER

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY OF ANCHORAGE

By: _____
Title: Code Enforcement Officer

Name: _____
Date: _____

After recording return to:

Municipality of Anchorage, Planning Department, Land Use Enforcement Division
Attn: Development Review Officer
P.O. Box 196650, Anchorage, AK 99519-6650

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____, a Code Enforcement
Officer of the Municipality of Anchorage, on behalf of the Municipality of Anchorage.

Notary Public in and for Alaska
My commission expires _____

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

INSTRUCTIONS FOR COMPLETING A COVENANT TO PROVIDE JOINT-USE PARKING

1. This agreement is required by law (Anchorage Municipal Code 21.45.080.W.3.)
2. There is an administrative fee of \$200.00 for each Agreement.
3. Total required parking is the **greatest** number of spaces required for concurrent uses.
4. If there are more than 4 uses on the property, contact MOA Land Use Enforcement Plan Review for a customized agreement form.
5. Agreements will only be accepted on the form provided by the Municipality.
6. All property owners shown on Municipal tax records must sign the agreement.
7. If the property is owned by a husband and wife, both must sign as tenants by entirety. If both sign at the same time, before the same notary, the same notary block may be used; otherwise, a separate notary block is needed for each signature.
8. For agreements involving a corporation, if anyone other than the president signs, he/she must submit a corporate resolution or other written proof that he/she is authorized to bind the corporation.
9. Persons must sign using their full legal name as given in the body of the agreement.
10. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.).
11. Interlineations and hand-written corrections should be avoided, and may be cause for the Municipality to reject the agreement. If corrections are made, the initials of all persons signing the agreement must be placed next to each correction.
12. The agreement must be filled out in ink, and all signatures must be in ink.
13. Include the building or land use permit number, if applicable.
14. A site plan must accompany the agreement. It must meet the following standards:
 - The plan must not be larger than 8½” x 14” (legal size paper).
 - The site plan must be labeled Appendix “A”.
 - Plans and text must be clear, legible, and reproducible.
 - The site plan must show the entire parcel, including all structures, parking spaces, traffic lanes, and abutting rights rights-of-way.
 - There must be a 1” (2.5 cm.) clear margin on all sides of the document.

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Control Sheet

Covenant to Provide Joint-Use Parking

Date: _____

Key 24

Check # _____

TR # _____

By: _____

Owner's name: _____

Phone: _____

Parcel: _____

Municipal Use Only

Land Use reviewer: _____

- ☐ Document contains original signatures.
 - ☐ All names agree in signature blocks and body of the Agreement.
 - ☐ All signatures are notarized.
 - ☐ Agreement is completed in ink.
 - ☐ Signers are the property owners (attach property tax records to this sheet.)
 - ☐ Signer for a corporation, if not the president, has submitted proof of authority required (attach supporting documents to this sheet.)
 - ☐ Property is correctly described, and uses are specifically described.
 - ☐ Agreement is for the greatest number of spaces required for concurrent uses.
 - ☐ Changes and interlineations, if any, are initialed by all parties.
 - ☐ Building/Land Use Permit number is included, if applicable.
 - ☐ Site plan meets requirements.
 - The plan must not be larger than 8½" x 14" (legal size paper).
 - The site plan must be labeled Appendix "A".
 - Plans and text must be clear, legible, and reproducible.
 - The site plan must show the entire parcel, including all structures, parking spaces, traffic lanes, and abutting rights rights-of-way.
 - There must be a 1" (2.5 cm.) clear margin on all sides of the document.
 - ☐ \$200 administrative fee has been paid.
1. Place a copy of the signed Agreement in the permit file.
 2. File this sheet in the recorded Agreements file.

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