

LARGE DOMESTIC ANIMAL FACILITY JOINT USE AGREEMENT

The Municipality of Anchorage (hereinafter the "Municipality") and _____
_____ (hereinafter the "Owner(s)") and
_____ (hereinafter the
"Neighbor(s)") enter into the following LARGE DOMESTIC ANIMAL FACILITY JOINT
USE AGREEMENT (hereinafter "this Agreement") which shall become effective on the
date this Agreement is fully executed. This Agreement shall run with the land and shall be
binding on the Owner(s) and Neighbor(s) and their respective heirs, successors, and assigns.

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

The Owner(s) own(s) a parcel of real property described as: _____
_____ per
plat _____, located in the Anchorage Recording District, Third Judicial District, State of
Alaska, shown on the map attached hereto as Appendix A and referred to hereinafter as the
"dominant parcel." The Owner(s) desire(s) to utilize the dominant parcel for a large
domestic animal facility as defined and regulated by the Anchorage Municipal Code, and the
Owner(s) must provide additional site area to meet the requirements of Title 21 of the
Anchorage Municipal Code.

The Neighbor(s) own(s) an adjacent parcel of real property described as: _____
_____ per plat _____, located in the Anchorage Recording District, Third Judicial

District, State of Alaska, shown on the map attached hereto as Appendix A and referred to hereinafter as the “servient parcel.” The servient parcel is capable of providing _____ square feet of additional site area.

In accordance with Title 21 of the Anchorage Municipal Code, the Owner(s) and Neighbor(s) covenant and agree that they shall use the servient parcel to provide _____ square feet of additional site area for the use and benefit of the large domestic animal facility on the dominant parcel as shown on the map attached hereto as Appendix A.

The Owner(s) covenant(s) and agree(s) that the large domestic animal facility shall not be altered in any manner that increases the site area requirement without the prior written consent of the Municipality and amendment of this Agreement. The Owner(s) covenant(s) and agree(s) that no additional use shall be established on the dominant parcel that reduces the site area available to the large domestic animal facility without the prior written consent of the Municipality and amendment of this Agreement.

The Neighbor(s) covenant(s) and agree(s) that the additional site area provided under this Agreement and as shown on the map attached hereto as Appendix A shall not be altered, changed or restricted in any manner without the prior written consent of the Municipality and amendment of this Agreement.

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

The Owner(s) agree(s) that upon termination of this Agreement, he/she/they shall either (1) meet the site area requirements of the Anchorage Municipal Code by other means or (2) reduce the scope of the large domestic animal facility on the dominant parcel to the extent necessary to comply with the site area requirements of the Anchorage Municipal Code. The Owner(s) specifically understand(s) and acknowledge(s) that reducing the scope of the large domestic animal facility on the dominant parcel to the extent necessary to comply with the site area requirements of the Anchorage Municipal Code may have severe negative impacts on that use and may render the use not economically viable.

The Owner(s) and Neighbor(s) understand and agree that violation of this Agreement constitutes a violation of Title 21 of the Anchorage Municipal Code, and will be subject to all penalties and remedies provided by law for such violation.

OWNER

By: _____

Name: _____

Title: _____

Date: _____

NEIGHBOR

By: _____

Name: _____

Title: _____

Date: _____

OWNER

By: _____

Name: _____

Title: _____

Date: _____

NEIGHBOR

By: _____

Name: _____

Title: _____

Date: _____

MUNICIPALITY OF ANCHORAGE

By: _____

Title: Land Use Plan Reviewer

Name: _____

Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
200____, by _____, a Land Use
Plan Reviewer with the Municipality of Anchorage, on behalf of the Municipality of
Anchorage.

Notary Public in and for Alaska
My commission expires _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
200____, by _____,
in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
200____, by _____,
in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
200____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

After recording return to:
Municipality of Anchorage, Planning Department
Attn: Jillanne Inglis, Land Use Plan Reviewer
P.O. Box 196650, Anchorage, AK 99519-6650

Reference AMC 21.45.350.H
Reference Building/Land Use Permit:

INSTRUCTIONS FOR COMPLETING A LARGE DOMESTIC ANIMAL FACILITY JOINT USE AGREEMENT

1. This agreement is required by law; see Anchorage Municipal Code 21.45.0350.H.
2. There is an administrative fee of \$200.00 for each agreement.
3. Agreements will only be accepted on the form provided by the Municipality (notary blocks from other jurisdictions may be used.)
4. Note: the **Owner** needs to provide additional site area for a large domestic animal facility on the **dominant parcel**. The additional site area is provided on the **servient parcel**, which is owned by the **Neighbor**.
5. All property owners shown on Municipal tax records must sign the agreement.
6. If 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.
7. If anyone other than the president or registered agent of a corporation executes the agreement, he/she must submit proof that he/she is authorized to bind the corporation.
8. Persons must sign using their full legal name as given in the body of the agreement.
9. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.)
10. 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.
11. The agreement must be filled out in ink, and all signatures must be in ink.
12. Include the building or land use permit number, if applicable.
13. A site plan **must** accompany the agreement. It **must** 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 dominant and servient parcels, including all structures, parking spaces, traffic lanes, and abutting rights-of-way. Both parcels must be identified.
 - There must be a 1” (2.5 cm.) clear margin on all sides of the document.
 - The plan must identify the areas of the servient parcel that are to be used for the large domestic animal facility.

DO NOT RECORD THIS PAGE

Control Sheet

Large Domestic Animal Facility Joint Use Agreement

Date: _____

Key 24

Check # _____

TR # _____

By: _____

Dominant parcel: _____

Owner: _____

Servient parcel: _____

Neighbor: _____

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