

## **AGREEMENT TO PROVIDE SHARED ACCESS**

The Municipality of Anchorage, hereinafter the "Municipality," and \_\_\_\_\_, hereinafter the "Owner(s)," and \_\_\_\_\_, hereinafter the "Neighbor(s)," enter into the following AGREEMENT TO PROVIDE SHARED ACCESS (hereinafter "this Agreement") which shall become effective on the date the Agreement is fully executed. This Agreement shall run with the land and shall be binding on the Owner(s) and Neighbor(s) and their heirs, successors, and assigns.

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

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

The Owner(s) of the First Lot own(s) real property described as: \_\_\_\_\_, per Plat \_\_\_\_\_, Parcel ID # \_\_\_\_\_, located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred to herein as the "First Lot." The Owner(s) of the First Lot desire(s) to utilize the First Lot for \_\_\_\_\_, and the Owner(s) of the First Lot must provide access to meet the requirements of the Anchorage Municipal Code.

The Owner(s) of the Second Lot own(s) an abutting lot of real property described as: \_\_\_\_\_ per Plat \_\_\_\_\_, Parcel ID# \_\_\_\_\_ located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred

to herein as the "Second Lot." The Owner(s) of the Second Lot desire(s) to utilize the Second Lot for \_\_\_\_\_, and the Owner(s) of the Second Lot must provide access to meet the requirements of the Anchorage Municipal Code.

In accordance with Title 21 of the Anchorage Municipal Code, the Owner(s) of the First Lot and the Owner(s) of the Second Lot covenant and agree to provide access for the use and benefit of each lot as shown in the map attached hereto as Appendix A. The above-described uses of the First Lot and Second Lot shall not be altered or expanded in any manner that does not comply with the requirements of the Anchorage Municipal Code. The access as shown in the map attached hereto as Appendix A shall not be altered or restricted in any manner that does not comply with this Agreement and the requirements of the Anchorage Municipal Code. The access as shown in the map attached hereto as Appendix A does not inure to the benefit of any other lot.

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

The Owner(s) of the First Lot and the Owner(s) of the Second Lot 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 OF THE FIRST LOT**

**OWNER OF THE SECOND LOT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER OF THE FIRST LOT**

**OWNER OF THE SECOND LOT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ALASKA ) ss.  
THIRD JUDICIAL DISTRICT )

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

Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

**MUNICIPALITY OF ANCHORAGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Land Use Plan Reviewer  
Date: \_\_\_\_\_

STATE OF ALASKA                    ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, 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 \_\_\_\_\_

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

Reference Building/Land Use Permit:  
\_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE SHARED ACCESS

1. This agreement is required by law (see Anchorage Municipal Code 21.07.010B.)
2. There is an administrative fee of \$235.00 for each agreement.
3. Agreements will only be accepted on the form provided by the Municipality.
4. All property owners shown on Municipal tax records must sign the agreement.
5. If property is owned by a husband and wife, both must sign as tenants by the entirety. If signed before the same notary at the same time, the same notary block may be used. If not signed at the same time, a separate notary block is needed for each spouse.
6. 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.
7. Persons must sign using their legal name as given in the body of the agreement.
8. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.)
9. 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.
10. The agreement must be filled out in ink, and all signatures must be in ink.
11. Include the building or land use permit number, if applicable.
12. 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 both lots, the access being granted, and all abutting rights-of-way, public use or access easements.
  - There must be a 1” (2.5 cm.) clear margin on all sides of the document.

## DO NOT RECORD THIS PAGE

OFFICE USE ONLY

**Control Sheet  
Access Agreement**

Applicants Name: \_\_\_\_\_

Date \_\_\_\_\_

Accepted By: \_\_\_\_\_

Date E-Recorded: \_\_\_\_\_

- ☐ Copy Transferred to City View  
☐ Mailed Copy to applicant

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Name and address to send recorded copy to: .

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dominant Lot: \_\_\_\_\_

Owner: \_\_\_\_\_

Subservient Lot: \_\_\_\_\_

Owner: \_\_\_\_\_

- ☐ Site plan (appendix A) provided with Dominant and Servient lots labeled?
- ☐ Correct legal description, tax ID and Site address, corresponding with MOA Tax database?
- ☐ All fields completed including the expiration date for agreement, or N/A on the blank line?
- ☐ One inch margins clear of marks or printing? Recording format met?
- ☐ Any existing agreements? If yes please explain \_\_\_\_\_
- ☐ Building Safety Permit number? \_\_\_\_\_

**DO NOT RECORD THIS PAGE**