

## **JOINT USE AGREEMENT FOR A LARGE DOMESTIC ANIMAL FACILITY**

The Municipality of Anchorage (hereinafter the “Municipality”) and \_\_\_\_\_ (hereinafter the “Owner(s)”) and \_\_\_\_\_ (hereinafter the “Neighbor(s)”) enter into the following JOINT USE AGREEMENT FOR A LARGE DOMESTIC ANIMAL FACILITY (hereinafter “this Agreement”) which shall become effective on the date this Agreement is fully executed. This Agreement shall be binding on the Owner(s) and Neighbor(s) for as long as the Owner(s) and Neighbor(s) continue owning the parcels described below.

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 \_\_\_\_\_, street address \_\_\_\_\_, 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 for \_\_\_\_\_ large domestic animals, and the Owner(s) must provide a minimum of \_\_\_\_\_ square feet of site area to meet the requirements of Title 21 of the Anchorage Municipal Code. The dominant parcel is capable of providing \_\_\_\_\_ square feet of area for the large domestic animal facility.

The Neighbor(s) own(s) an adjacent parcel of real property described as: \_\_\_\_\_ per plat \_\_\_\_\_, street address \_\_\_\_\_, 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.”

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 number of animals or 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 or upon any change in ownership of the Dominant or Servient parcels.

The Owner(s) agree(s) that upon termination of this Agreement any structure built under the use specific standards of AMC 21.05.070D.12.b.iii must meet the underlying zoning district setbacks. In addition the Owner(s) agree that 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 and setback 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: \_\_\_\_\_

**OWNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEIGHBOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEIGHBOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

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 )  
THIRD JUDICIAL DISTRICT ) ss.

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                    )  
THIRD JUDICIAL DISTRICT    ) ss.

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                    )  
THIRD JUDICIAL DISTRICT    ) ss.

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: Craig H. Lyon  
Title: Director, Planning Department  
Date: \_\_\_\_\_

STATE OF ALASKA                    )  
THIRD JUDICIAL DISTRICT    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Craig H. Lyon** in the capacity of Planning Director for the Municipality of Anchorage.

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

After recording return original to:



Municipality of Anchorage/ Planning Department  
Attn: Sonnet Calhoun, Land Use Plan Reviewer  
P.O. Box 196650  
Anchorage, AK 99519

OFFICE USE ONLY

**Control Sheet**

**Miscellaneous Documents**

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

Document Type: \_\_\_\_\_

Date \_\_\_\_\_

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

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

☐ Copy Transferred to City View

☐ Mailed Copy to applicant

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

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

Name and address to send conformed copy of recorded document to:

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

Legal Description: \_\_\_\_\_

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

- ☐ Correct legal description, tax ID and Site address, corresponding with MOA Tax database?
- ☐ All fields completed?
- ☐ One inch margins clear of marks or printing? Recording format met?
- ☐ Any existing agreements? If yes please explain \_\_\_\_\_
- ☐ Building Safety Permit number? \_\_\_\_\_
- ☐ Zoning plan reviewer approval by- \_\_\_\_\_

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## **INSTRUCTIONS FOR COMPLETING A LARGE DOMESTIC ANIMAL FACILITY JOINT USE AGREEMENT**

1. This agreement is required by law; see Anchorage Municipal Code AMC 21.05.070D.12.b.ii.
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 (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 shall be avoided, and may be cause for the Municipality to reject the agreement.
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.

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