

AGREEMENT TO PROVIDE OFF-STREET PARKING

The Municipality of Anchorage (hereinafter the "Municipality") and _____ (hereinafter the "Owner(s)") and _____ hereinafter the "Neighbor(s)") enter into the following AGREEMENT TO PROVIDE OFF-STREET PARKING (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) real property described as: _____, Parcel ID# _____ 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 lot." The Owner(s) desire(s) to utilize the dominant lot for _____ and the Owner(s) must provide off-street parking to meet the requirements of Title 21 of the Anchorage Municipal Code.

The Neighbor(s) own(s) an abutting (as defined in Anchorage Municipal Code 21.14.040) lot of real property described as: _____, Parcel ID # _____, 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 lot." The servient lot is capable of accommodating _____ off-street parking spaces designed and constructed in accordance with the standards of Title 21 of the Anchorage Municipal Code, above and beyond the number of off-street parking spaces (1) required for the uses on the servient lot and/or (2) provided for the use of other lots under other covenants or agreements.

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 lot to provide off-street parking

spaces, designed and constructed in accordance with Title 21 of the Anchorage Municipal Code, for the use and benefit of the dominant lot as shown on the map attached hereto as Appendix A.

The Owner(s) covenant(s) and agree(s) that the above-described use of the dominant lot shall not be altered in any manner that increases the off-street parking 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 lot that increases the off-street parking requirement without the prior written consent of the Municipality and amendment of this Agreement.

The Neighbor(s) covenant(s) and agree(s) that the off-street parking 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 run with the land and is binding on the owner, neighbor, and their successors and assigns for as long as the required number of off-street parking spaces is not provided on the dominant lot. The agreement shall terminate upon cessation of the above-described use of the lot, or upon the recording of a written release issued by the Municipality of Anchorage, whichever occurs first.

The Owner(s) agree(s) that upon termination of this Agreement, he/she/they shall either (1) meet the off-street parking requirements of the Anchorage Municipal Code by other means or (2) reduce the scope of the above-described use of the dominant lot to the extent necessary to comply with the off-street parking requirements of the Anchorage Municipal Code. The Owner(s) specifically understand(s) and acknowledge(s) that reducing the scope of the above-described use of the dominant lot to the extent necessary to comply with the off-street parking 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

Signature: _____

Name: _____

Title: _____

Date: _____

NEIGHBOR

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
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 _____

MUNICIPALITY OF ANCHORAGE

Name: _____

Title: Land Use Plan Reviewer

Signature: _____

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 _____

Reference Building/Land Use Permit: _____

After recording return to:

Municipality of Anchorage, Planning Department

Attn: Sonnet Calhoun, Land Use Plan Reviewer

P.O. Box 196650, Anchorage, AK 99519-6650

INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE OFF-STREET PARKING

1. This agreement is required by law; see Anchorage Municipal Code 21.07.090F
2. There is an administrative fee of \$225.00 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. The **Owner** provides parking for uses on the **dominant lot**. The additional parking is provided on the **servient lot**, which is owned by the **Neighbor**.
5. Agreements must be accompanied by parking calculations showing the total required parking for all uses on each lot. The Servient lot must provide adequate parking for the required uses on that lot as well as the parking to be provided for the Dominant lot.
6. All property owners shown on Municipal tax records must sign the agreement.
7. 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.
8. 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.
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 shall be avoided, and will be cause for the Municipality to reject the agreement.
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 or as-built showing the dominant and servient lots must accompany the agreement. It **must** meet the following standards:
 - The plan must not be larger than 8½” x 14” (legal size) paper.
 - There must be a 1” (2.5 cm.) clear margin on all sides of the document.
 - The site plan must be labeled Appendix “A”.
 - Plans and text must be clear, legible, and reproducible.
 - All structures, parking and loading spaces, traffic lanes, and abutting rights-of-way must be shown, and the spaces to be utilized by the agreement identified.
 - Both lots must be identified with the legal description and whether they are the dominant or servient lot.
 - The plan must identify the entrances of the dwelling unit or use served, and show the distance to the farthest allocated parking space. NOTE: The maximum permitted distance from the entrances is 500 feet for residential uses, 800 feet for nonresidential uses.

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Control Sheet - For office use only

Applicants Name: _____

Agreement to Provide off street Parking

Date _____

Accepted By: _____

Date Taken to Recorder's office: _____

Date Original Returned: _____

☐ CC Scanned to City View

☐ Mailed CC

Contact Person: _____

Telephone: _____ **Email:** _____

Name and address to send recorded copy to: .

Dominant Lot: _____

Owner: _____

Subservient Lot: _____

Owner: _____

- ☐ Parking calculations completed and attached?
- ☐ Site plan (appendix A) provided with Dominant and Servient lots labeled, parking spaces clearly identified, and all site information shown?
- ☐ Distance between parking and dominant lot identified?
- ☐ 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 printing? Recording format met?
- ☐ Any existing agreements? If yes please explain _____

- ☐ Building Safety Permit number? _____

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