

AGREEMENT TO PROVIDE SHARED PARKING FOR MULTIPLE USES
ON SEPARATE PARCELS

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 PARKING FOR MULTIPLE USES ON
SEPARATE PARCELS (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) 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.

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.

The abovementioned parcels (hereinafter “the subject parcels”) are developed with multiple principal uses as defined and regulated by the Anchorage Municipal Code. The uses on the subject parcels are:

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): _____

Use #3: _____

Location: _____

Hours of operation: _____

Basis of parking requirement: _____

Number of required parking spaces (considered separately): _____

Use #4: _____

Location: _____

Hours of operation: _____

Basis of parking requirement: _____

Number of required parking spaces (considered separately): _____

The Municipality and the Owner(s) and Neighbor(s) agree that a total of _____ off-street parking spaces are required by Section 21.45.080 of the Anchorage Municipal Code to serve the uses specified above at their respective hours of operation specified above.

The Owner(s) and Neighbor(s) covenant and agree that they shall provide _____ off-street parking spaces on the subject parcels, designed and constructed in accordance with Title 21 of the Anchorage Municipal Code, for the use and benefit of the above-described uses. The Owner(s) and Neighbor(s) further covenant and agree that neither the above-described uses, nor their respective hours of operation, 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 and amendment of this Agreement.

The Owner(s) and Neighbor(s) covenant and agree that he/she/they shall be responsible for the maintenance of the parking facility on the subject parcels.

This Agreement shall terminate (1) on/in _____ (not less than ten (10) years from the date this Agreement is fully executed), or (2) upon cessation of any of the above-described use of the subject parcels, or (3) upon the recording of a written release issued by the Municipality of Anchorage, whichever occurs first.

The Owner(s) and Neighbor(s) covenant and agree that upon termination of this Agreement, 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 uses of the subject parcels to the extent necessary to comply with the off-street parking requirements of the Anchorage Municipal Code. The Owner(s) and Neighbor(s) specifically understand and acknowledge that reducing the scope of the above-described uses of the subject parcels to the extent necessary to comply with the off-street parking requirements of the Anchorage Municipal Code may have severe negative impacts on those uses and may render the uses 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 the penalties and remedies provided by law for such a violation. The Owner(s) and Neighbor(s) specifically understand and acknowledge that they may be liable for any violation of this Agreement by a tenant or lessee.

OWNER

NEIGHBOR

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

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

OWNER

NEIGHBOR

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

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

The shared parking study per Anchorage Municipal Code 21.45.080.X.3.b.ii or the alternative calculation method per Anchorage Municipal Code 21.45.080.X.3.c is hereby accepted. If the subject parcels are separated by a road designated as a collector in the Official Streets and Highways Plan, such separation is hereby approved by the Traffic Engineer pursuant to Anchorage Municipal Code 21.45.080.X.3.b.i(a). This Agreement is hereby approved as to form and content.

MUNICIPALITY OF ANCHORAGE

By: _____

By: _____

Name: _____

Name: _____

Title: Planning Director

Title: Traffic Engineer

Date: _____

Date: _____

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 Building/Land Use Permit:

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____, the Planning Director of the Municipality of Anchorage or his/her designee, 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 _____, the Traffic Engineer of the Municipality of Anchorage or his/her designee, 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 _____

**INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE SHARED
PARKING FOR MULTIPLE USES ON SEPARATE PARCELS**

1. This agreement is required by law (Anchorage Municipal Code 21.45.080.X.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 3 uses on the parcels, contact MOA Development 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. 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 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.

DO NOT RECORD THIS PAGE

Control Sheet

**Agreement to Provide Shared Parking for
Multiple Uses on Separate Parcels**

Date: _____

Key 24

Check # _____

TR # _____

By: _____

Owner: _____

Parcel: _____

Neighbor: _____

Parcel: _____

DO NOT RECORD THIS PAGE