

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) 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 _____

_____, 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
21.45.080.X.1) 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 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 parcel and/or (2) provided for the use of other parcels 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 parcel 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 parcel 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 parcel 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 parcel 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 terminate (1) on/in _____ (not less than ten (10) years from the date this Agreement is fully executed), or (2) upon cessation of the above-described use of the dominant parcel, or (3) 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 parcel 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 parcel 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

NEIGHBOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OWNER

NEIGHBOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 _____, 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 Building/Land Use Permit:

INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE OFF-STREET PARKING

1. This agreement is required by law; see Anchorage Municipal Code 21.45.080.X.1.
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 parking for uses on the **dominant parcel**. The parking 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 entrances of the dwelling unit or use served, and must show and identify either the distance of the farthest allocated parking space or the maximum permitted distance (500 foot for residential uses, 800 foot for nonresidential uses) from the entrances.

DO NOT RECORD THIS PAGE

Control Sheet

Agreement to Provide Off-Street Parking

Date: _____

Key 24

Check # _____

TR # _____

By: _____

Dominant parcel: _____

Owner: _____

Servient parcel: _____

Neighbor: _____

DO NOT RECORD THIS PAGE