Appendix E

Sample Shared Parking Agreement

(City of San Diego)

THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

City of San Diego
Development Services Department
1222 First Ave., MS-301
San Diego, CA 92101

(THIS SPACE IS FOR RECORDER'S USE ONLY)

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") is entered into and effective _____, 20_____, by and between _____, _____and the City of San Diego.

RECITALS

WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, _____, _____ and the City of San Diego agree as follows:

1. _____ the owner of the property located at _____ , agrees to provide _____ the owner of the property located at _____ with the right to the use of (____) parking spaces _____ from _____ as shown on Exhibit A to this Agreement on property located at _____.

   1.1 Applicant: _____ Co-Applicant: _____
   Assessor Parcel No: _____ Assessor Parcel No: _____
   Legal Description: _____ Legal Description: _____
   _____ _____

2. The parking spaces referred to in this Agreement have been determined to conform to current City of San Diego standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.

3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by _____, _____ will be in violation of the City of San Diego Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the City in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the City's Land Development Code in this manner should this circumstance arise.

   Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the City may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

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4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.

5. Title to and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.

6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.

7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Director of the Development Services Department and written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date.

8. This Agreement shall be kept on file in the Development Services Department of the City of San Diego in Project Tracking System (PTS) Project Number: _____ and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In Witness whereof, the undersigned have executed this Agreement.

_____
Applicant

Date: _____

_____
Party/Parties Supplying Spaces

Date: _____

_____
Deputy Director

Business and Process Management, Development Services

Date: _____

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.