

# DEL RAY Parking Study



## Appendix – Example Shared Parking Agreements

## Model - Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, hereinafter called lessor and \_\_\_\_\_, hereinafter called lessee. In consideration of the covenants herein, lessor agrees to share with lessee certain parking facilities, as is situated in the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter called the facilities, described as: [Include legal description of location and spaces to be shared here, and as shown on attachment 1.]

The facilities shall be shared commencing with the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending at 11:59 PM on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for [insert negotiated compensation figures, as appropriate]. [The lessee agrees to pay at [insert payment address] to lessor by the \_\_\_\_ day of each month [or other payment arrangements].] Lessor hereby represents that it holds legal title to the facilities

### The parties agree:

#### 1. USE OF FACILITIES

This section should describe the nature of the shared use (exclusive, joint sections, time(s) and day(s) of week of usage.

**-SAMPLE CLAUSE-***[Lessee shall have exclusive use of the facilities. The use shall only be between the hours of 5:30 PM Friday through 5:30 AM Monday and between the hours of 5:30 PM and 5:30 AM Monday through Thursday.]*

#### 2. MAINTENANCE

This section should describe responsibility for aspects of maintenance of the facilities. This could include cleaning, striping, seal coating, asphalt repair and more.

**-SAMPLE CLAUSE-***[Lessor shall provide, as reasonably necessary asphalt repair work. Lessee and Lessor agree to share striping, seal coating and lot sweeping at a 50%/50% split based upon mutually accepted maintenance contracts with outside vendors. Lessor shall maintain lot and landscaping at or above the current condition, at no additional cost to the lessee.]*

#### 3. UTILITIES and TAXES

This section should describe responsibility for utilities and taxes. This could include electrical, water, sewage, and more.

**-SAMPLE CLAUSE-***[Lessor shall pay all taxes and utilities associated with the facilities, including maintenance of existing facility lighting as directed by standard safety practices.]*

#### 4. SIGNAGE

This section should describe signage allowances and restrictions.

**-SAMPLE CLAUSE-***[Lessee may provide signage, meeting with the written approval of lessor, designating usage allowances.]*

## 5. ENFORCEMENT

This section should describe any facility usage enforcement methods.

**-SAMPLE CLAUSE-***[Lessee may provide a surveillance officer(s) for parking safety and usage only for the period of its exclusive use. Lessee and lessor reserve the right to tow, at owners expense, vehicles improperly parked or abandoned. All towing shall be with the approval of the lessor.]*

## 6. COOPERATION

This section should describe communication relationship.

**-SAMPLE CLAUSE-***[Lessor and lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use.]*

## 7. INSURANCE

This section should describe insurance requirements for the facilities.

**-SAMPLE CLAUSE-***[At their own expense, lessor and lessee agree to maintain liability insurance for the facilities as is standard for their own business usage.]*

## 8. INDEMNIFICATION

This section should describe indemnification as applicable and negotiated. This is a very technical section and legal counsel should be consulted for appropriate language to each and every agreement.

**-NO SAMPLE CLAUSE PROVIDED-**

## 9. TERMINATION

This section should describe how to or if this agreement can be terminated and post termination responsibilities.

**-SAMPLE CLAUSE-***[If lessor transfers ownership, or if part of all of the facilities are condemned, or access to the facilities is changed or limited, lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give lessee the right of first refusal on subsequent renewal of this agreement.]*

## 10. SUPPLEMENTAL COVENANTS

This section should contain any additional covenants, rights, responsibilities and/or agreements.

**-NO SAMPLE CLAUSE PROVIDED-**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

[Signature and notarization as appropriate to a legal document and as appropriate to recording process negotiated between parties.]

Please return to: Administrative Staff, Cary Planning Department, P.O. Box 2008, Cary, NC 27512-8005

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**SAMPLE  
Shared Parking Agreement**

This Shared Parking Agreement ('Agreement') entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_, whose address is \_\_\_\_\_, and Parcel Identification Number (PIN) is \_\_\_\_\_ ('Lessor') and \_\_\_\_\_, whose address is \_\_\_\_\_, and Parcel Identification Number (PIN) is \_\_\_\_\_ ('Lessee').

1. To relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to ensure the proper and uniform development of parking areas throughout the Town, the Town of Cary Land Development Ordinance ('LDO') establishes minimum number of off-street parking and loading spaces necessary for the various land uses in the Town of Cary; and
2. Lessee owns property at \_\_\_\_\_, Cary, N.C. ('Lessee Property') which property does not have the number of off-street parking spaces required under the LDO for the use to which Lessee Property is put; and
3. Lessor owns property at \_\_\_\_\_, Cary, N.C. ('Lessor Property') which is zoned with the same or more intensive zoning classification than Lessee Property and which is put to a use with different operating hours or different peak business periods than the use on Lessee Property; and
4. Lessee desires to use some of the off-street parking spaces on Lessor Property to satisfy Lessee Property off-street parking requirements, such shared parking being permitted by the Town of Cary LDO, Section 7.8.3; and
5. Town LDO requires that such shared use of parking spaces be done by written agreement.

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:

1. SHARED USE OF OFF STREET PARKING FACILITIES

Per Section 7.8.2, Town of Cary Land Development Ordinance (Off-Street Parking Space Requirements), Lessor is required \_\_\_\_\_ off-street parking spaces and has \_\_\_\_\_ existing off-street parking spaces, which results in an excess of \_\_\_\_\_ off-street parking spaces. Lessee is required \_\_\_\_\_ off-street parking spaces and has \_\_\_\_\_ existing off-street parking spaces.

Lessor hereby agrees to share with Lessee a maximum of \_\_\_\_\_ off-street parking spaces associated with Lessor's Property, which is described in more detail on Attachment 1, attached hereto and incorporated herein by reference ('Shared Spaces').

Lessee's interest in such parking spaces is non-exclusive. The Lessee's shared use of parking shall be subject to the following:

*[describe the time, days etc of the use and the nature of the shared use, limits on time vehicles may be parked, etc.]*

2. TERM

This Agreement shall be effective upon execution by both parties and shall be accepted by the Planning Director and shall not be amended and/or terminated without written consent of both parties and the Cary Planning Director, or his/her designee.

3. SIGNAGE

Directional signage in accordance with Chapter 9, Town of Cary Land Development Ordinance and the written approval of Lessor may be added to direct the public to the shared parking spaces.

4. COOPERATION

The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

5. SUPPLEMENTAL COVENANTS

No private agreement shall be entered into that overrides this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Lessee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Planning Director)

\_\_\_\_\_  
(Date)

\_\_\_\_\_ COUNTY, NORTH CAROLINA

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Official Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_ COUNTY, NORTH CAROLINA

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Official Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
My Commission Expires



**THE CITY OF SAN DIEGO**

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

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

(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: \_\_\_\_\_

\_\_\_\_\_  
Deputy Director

Business and Process Management, Development Services

\_\_\_\_\_  
Party/Parties Supplying Spaces

Date: \_\_\_\_\_

Date: \_\_\_\_\_