



**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.

**Continued on Page 2**

- 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: \_\_\_\_\_