

Date filed: _____
Property: _____

Shared Parking Application and Agreement

Purpose: In an effort to reduce the amount of over-parking in the city of Eastpointe, it is a reasonable request to ask that property owners within 300 to 500 ft (depending on the zoning district) share their parking lots. Since not every business has the same hours of operation, shared parking lots are a sustainable and efficient use of land.

See the City’s Zoning Ordinance Article 8 on Parking for more information. In what follows is the Shared Parking Agreement to be signed by property owners who would like to enter an agreement to share their parking.

Applicant Information	
Name	
Phone	E-mail
Address	Parcel ID #

Parking Study Information	
Hours of operation for each business within the parking lot, including the proposed business.	
How far away is the parking lot from the proposed business?	
How many vacant parking spaces are available?	
Who will maintain the parking lot?	
Is the parking lot striped?	Well-lit?

Signature	
I hereby attest that the above information is accurate and complete. I am authorized to and grant permission to the City of Eastpointe to access the subject property for the purposes of preparing staff reports and/or evaluating this application. I agree to comply with all provisions of the City Code and State Law.	
Applicant Signature:	Date:

Shared Parking Agreement

THIS SHARED PARKING AGREEMENT is made this _____ day of _____, 20___, by and between:

1. The City of Eastpointe, a Michigan municipal corporation, with an address of 23200 Gratiot Avenue, Eastpointe, Michigan 48021 ("City");
2. _____, a _____, with an address of _____ ("Property Owner A"); and
3. _____, a _____, with an address of _____ ("Property Owner B").

RECITALS

WHEREAS, Property Owner A is the owner of real property located in the City of Eastpointe, as described in Exhibit A ("Property A"), for which the land use generates a need for additional parking; and

WHEREAS, Property Owner A cannot provide the required quantities of parking required by the Code of Ordinances and desires to provide the Required Parking on Property B, Exhibit B ("Property B").

WHEREAS, Property Owner B will provide the Required Parking pursuant to this Shared Parking Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Required Parking Spaces.** Property Owner B will provide Off-Site Parking Spaces for Property Owner A. Nothing in this Agreement prohibits the sharing of parking spaces, so long as the requirements of the Off-Street Parking Ordinance are satisfied for both Properties. Any certificate of occupancy that is issued for Property A is subject to the continued availability of the Off-Site Parking Spaces for use by Property Owner A at Property B. Property Owner B shall continue to provide the Off-Site Parking Spaces for the benefit of Property A, until such time as Property Owner A replaces the Off-Site Parking Spaces.
2. **Maintenance.** Parking areas must be paved and properly striped. Details regarding the maintenance of the shared parking areas, including snow removal, must be provided within this shared parking agreement.

Property Owner ____ will maintain the property. Property Owner ____ will re-stripe the property (if needed).
3. **Indemnification.** Property Owner A must defend, indemnify and hold Property Owner B harmless from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses, arising out of or relating to any bodily injury, death, or damage to real property occurring wholly or in part due to action or inaction by Property Owner A, or any of Property Owners A's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable.
4. **Title and Authority.** Property Owner A and Property Owner B expressly warrant and represent to the City that each is the record owner of the property, and further represent that the undersigned individual(s) has or have full power and authority to enter into this Agreement.
5. **Binding Effect.** Property Owner A and Property Owner B agree that the terms and conditions of this Agreement are covenants that run with Property B and are for the benefit of Property A and can only be released by the City. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.
6. **Breach – City's Remedies.** In the event of a breach of any of the terms or conditions of this Agreement by either Property Owner, the Building Official shall be notified immediately and the City may take such action as permitted and/or authorized by law, this Agreement, or the ordinances and Charter of the City.
7. **Modifications.** This Agreement shall not be amended, except by subsequent written Agreement of the parties.

8. **Attorney Fees.** Should this Agreement become the subject of litigation to resolve a claim of default of performance Property Owner A or Property Owner B, as applicable, shall pay the City's reasonable attorney fees, expenses and court costs.
9. **Notice.** All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties as follows:

Notice to the City: Building Official
 23200 Gratiot Avenue
 Eastpointe, MI 48021

Notice to Property Owner A:

Notice to Property Owner B:

10. **Recording of Agreement.** This Agreement shall be recorded with the Macomb County Register of Deeds and shall be a covenant running with the Burdened Property and the Benefitted Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

SIGNATURES

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

Building Official for the City of Eastpointe

STATE OF MICHIGAN | COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by the Building Official for the City of Eastpointe.

_____, Notary Public
Macomb County, Michigan
Acting in Macomb County
My Commission Expires: _____

[Type Name]
Property Owner A

STATE OF MICHIGAN | COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Property Owner A.

_____, Notary Public
Macomb County, Michigan
Acting in Macomb County
My Commission Expires: _____

[Type Name]
Property Owner B

STATE OF MICHIGAN | COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Property Owner B.

_____, Notary Public
Macomb County, Michigan
Acting in Macomb County
My Commission Expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:
Richard S. Albright, Esquire
24055 Jefferson, Suite 2000
St. Clair Shores, MI 48080

EXHIBIT A

[Insert Legal Description of Property A]

EXHIBIT B

[Insert Legal Description of Property B]