

RECORDING REQUESTED BY:

City of Glendale  
Planning Division  
633 East Broadway, Room 103  
Glendale, California 91206-4386

WHEN RECORDED MAIL TO:

City of Glendale  
City Clerk  
613 East Broadway, Room 110  
Glendale, California 91206-4393

APN:

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COVENANT AND AGREEMENT  
TO PROVIDE AND MAINTAIN  
OFF-SITE PARKING**

**RECORDING FEE EXEMPTION:**

I certify that this document relates to the City's official services within the scope of Gov. Code '6103, and is exempt from recording fees under Gov. Code '27583.

By: \_\_\_\_\_  
City Clerk

THIS AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY ("this Agreement"), effective \_\_\_\_\_, 20\_\_\_\_, ("this Agreement's date") is between \_\_\_\_\_ Name of the Party Needing Parking \_\_\_\_\_ ("the User" of Off-Site Parking), \_\_\_\_\_ Name of the Party Supplying Parking \_\_\_\_\_ ("the Provider" of Off-Site Parking), and the City of Glendale ("the City"), a municipal corporation.

**RECITALS**

A. Under Municipal Code Section 30.124.050, the City of Glendale specifies criteria for using an off-site parking area to satisfy on-site parking requirements. That provision states in part:

"a. All required off-street parking and loading spaces shall be accessible and shall be located on the same lot as the use and/or development requiring such spaces, except as otherwise permitted herein . . . Some or all of the required off-street parking spaces for commercial, institutional, educational, and industrial uses may be located on a contiguous lot, or within a maximum distance of five hundred (500) feet provided that such parking spaces are conveniently located in a manner which indicates probable use as determined by the zoning administrator. When required off-street parking spaces are provided on a separate lot from the building or land use requiring such spaces, covenants must be recorded in the office of the county recorder. The covenants shall be approved by the city attorney and state that the owner or owners of all properties shall continue to maintain such parking spaces as long as said building or land use is maintained or said parking is required by this Code."

B. The User \_\_\_\_\_ [is the owner of] [leases] [a commercial building / industrial warehouse / office space on] \_\_\_\_\_ the real property located at \_\_\_\_\_ [address] \_\_\_\_\_ ("the Business Site"), in the City of Glendale, California, legally described in Exhibit "A". At the Business Site, the User operates or conducts its present business, \_\_\_\_\_ [describe the business: "a dentist office" "a travel agency" "a restaurant"] \_\_\_\_\_ ("the Present Use"), and maintains \_\_\_\_\_ [# of spaces] \_\_\_\_\_ parking spaces. Those parking spaces' locations are shown in Exhibit "B".

C. Municipal Code Section 30.124.\_\_\_\_ requires that the User provide and maintain a minimum of \_\_\_\_\_ [# of spaces] usable and accessible spaces for automobile off-street parking, or loading, or both, in connection with the Present use on the Business Site. However, the Business Site lacks the requisite number of parking spaces.

- D. As a condition of, and in exchange for, the City's [granting the User a Use Variance, No.] [granting the User a Conditional Use Permit, No.] [issuing the User a Building Permit, No.] [issuing the User a Certificate of Use and Occupancy, No.], the User must provide and maintain an additional [# of spaces] spaces for off-street parking and loading on property situated within 500 feet of the Business Site's location.
- E. The Provider is the owner of the real property located at [address] ("the Off-Site Parking Area"), in the City of Glendale, California, legally described in Exhibit "C".
- F. The Provider desires to furnish the User with [# of spaces] parking spaces, the locations of which are shown in Exhibit "D", on the Off-Site Parking Area.

### AGREEMENT

The User, the Provider, and the City (collectively, "the Parties") agree as follows:

1. The Recitals constitute the factual basis upon which the Parties have entered into this Agreement. The Parties acknowledge the Recitals' accuracy, and therefore, incorporate them into this Agreement.
2. For as long as this Agreement remains in effect, the Provider grants the User the right to use [# of spaces] parking spaces, designated as spaces 1 through        in Exhibit "D", [on each day of the week] [Monday through Friday], from [hours] to [hours]. The User must use these spaces, and the Provider must preserve these spaces, only for parking and loading in connection with the Present Use on the Business Site. The Provider's title to, and the right to use, these parking spaces is subservient to the User's right to use these parking spaces in connection with the Present Use on the Business Site.
3. The parking spaces, identified in Exhibits "B" and "D", conform to the City's current parking requirements under Chapter 30.124 of the Municipal Code. While this Agreement remains in effect, the User and the Provider:
  - (A) Must keep, preserve, and maintain each parking space, identified in Exhibits "B" and "D", in conformance with the City's parking standards in effect on this Agreement's date;
  - (B) Must not:
    - (1) Eliminate, change, convert, move, remove, relocate, reduce, permanently block, or otherwise make inaccessible or unusable any one or more parking spaces identified in Exhibits "B" and "D" (collectively, "eliminate a parking space" or "a parking space's elimination"); and
    - (2) Allow, or enter into a covenant or contract allowing, a use other than parking and loading for the spaces identified in Exhibits "B" and "D", without the City's prior written consent.
4. For any reason, if the User, or if the Provider, or if both, eliminate a parking space, then:
  - (A) The User and the Provider must notify the City's Zoning Administrator within 3 days after a parking space's elimination;
  - (B) The User will be in violation of one or more of the following:
    - (1) This Agreement;
    - (2) The Municipal Code;
    - (3) The Building and Safety Code of the City of Glendale; or
    - (4) [The Variance;] [Conditional Use Permit;] [Building Permit;] [Certificate of Use and Occupancy;] and

- (C) The User must:
- (1) Find a new location for off-site parking and receive the City's written approval for the parking site replacement; and
  - (2) Temporarily reduce, limit, or curtail its Present Use, or its operations, or both, at the Business Site, to an intensity or degree that the City approves and that the Municipal Code allows (and which is in effect on this Agreement's date), until the City approves the replacement location of off-site parking; or
  - (3) Permanently reduce, limit, or curtail its Present Use, or its operations, or both, at the Business Site, to an intensity or degree that the City approves and that the Municipal Code allows (and which is in effect on this Agreement's date), if the User decides not to provide and maintain replacement off-site parking.
- (D) The City may invoke against the User a remedy or remedies for which any one or more of the following provides:
- (1) This Agreement;
  - (2) The Municipal Code;
  - (3) The Building and Safety Code of the City of Glendale;
  - (4) The [Variance;] [Conditional Use Permit;] [Building Permit;] [Certificate of Use and Occupancy;] or
  - (5) Statutory or case law.
- (E) Although the User may have recourse against the Provider for violating or breaking this Agreement, this Agreement does not impose any obligation on the City to remedy any violation or breach.
5. This Agreement's covenants, conditions, restrictions, uses, limitations, and affirmative obligations:
- (A) Are recorded on the title of the properties referenced in Exhibits "A" and "C";
  - (B) Run with the land for the properties referenced in Exhibits "A" and "C";
  - (C) Inure to the City's benefit;
  - (D) Are binding upon, inure to the benefit of, and are enforceable against:
    - (1) The User and the Provider;
    - (2) The grantees, assignees, successors, heirs, devisees, distributees, trustees, executors, administrators, guardians, and legal representatives of the User and the Provider; and
    - (3) All owners, now or in the future, of the properties referenced in Exhibits "A" and "C".
  - (E) Will continue in effect until:
    - (1) The User no longer owns, leases, operates, conducts, manages, or maintains either the Business Site or the Present Use;
    - (2) The Municipal Code no longer requires the User to provide and maintain additional spaces for off-street parking and loading on property; or
    - (3) The City's Zoning Administrator approves replacement parking.
6. The sale, conveyance, transfer, or assignment of any or all interest in the properties referenced in Exhibits "A" and "C" will not postpone, delay, alter, extinguish, or terminate this Agreement's terms or obligations.

- 7. This Agreement will be kept on file in the office of the City's Planning Director.
- 8. This Agreement represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises, and agreements, either oral or written. Any modifications or amendments to this Agreement must be in writing, signed, and dated by the Parties.
- 9. The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms. California's laws govern this Agreement's construction and interpretation.

**THE CITY:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 20 \_\_\_\_  
 Edith Fuentes,  
 Zoning Administrator

**THE USER:**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BY MY SIGNATURE BELOW, I WARRANT THAT I HAVE THE AUTHORITY TO MAKE THIS AGREEMENT, AND I DO SO BIND MYSELF TO THIS AGREEMENT'S TERMS AND CONDITIONS.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 20 \_\_\_\_  
 Signature

**SIGNATURE MUST BE ACKNOWLEDGED BY NOTARY**

STATE OF \_\_\_\_\_ }  
 } ss.  
 COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
 \_\_\_\_\_, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/there signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

**THE PROVIDER:**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BY MY SIGNATURE BELOW, I WARRANT THAT I HAVE THE AUTHORITY TO MAKE THIS AGREEMENT, AND I DO SO BIND MYSELF TO THIS AGREEMENT'S TERMS AND CONDITIONS.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 20 \_\_\_\_  
Signature

**SIGNATURE MUST BE ACKNOWLEDGED BY NOTARY**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/there signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

**VERIFIED AS TO LEGAL DESCRIPTION:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 20 \_\_\_\_  
City Engineer

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 20 \_\_\_\_  
City Attorney