

JOINT USE PARKING AGREEMENT

This Joint Use Parking Agreement (“Agreement”) is entered into this _____ day of _____, 20____ by and between _____, whose mailing address is _____, and Parcel Identification number (PID) is _____ (“Licensor”) and _____, who mailing address is _____, and Parcel Identification number (PID) is _____ (“Licensee”).

RECITALS

WHEREAS, 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 City, the City of St. Charles, through its Zoning Ordinance, establishes minimum number of off-street parking and loading spaces necessary for the various land uses in the City of St. Charles; and

WHEREAS, Pursuant to Code Section §400.670 Licensee’s property located at _____, St. Charles, MO (“Licensee Property”) is

required to have _____ off-street parking spaces but only has _____ existing off-street parking spaces; and

WHEREAS, Pursuant to Code Section §400.670 Licensor's property located at _____, St. Charles, MO ("Licensor Property") is required _____ off-street parking spaces and has _____ existing off-street parking spaces which results in an excess of _____ off-street parking spaces; and

WHEREAS, Licensor's Property is zoned with the same or more intensive zoning classification than Licensee Property and is put to a use with different operating hours than the use on the Licensee Property; and

WHEREAS, Licensor has offered to for use, and Licensee desires to use, some of the off-street parking spaces on Licensor's Property to satisfy Licensee Property's off-street parking requirements as permitted by Code §400.690(C); and

WHEREAS, The City of St. Charles Zoning Ordinance requires that such joint use of parking spaces be memorialized by written agreement and recorded as an encumbrance on title of the burdened property.

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

1. Licensor grants Licensee and its invitees a license to use a maximum of _____ off-street parking spaces located on Licensor's Property, which is described in detail on Attachment 1, attached hereto and incorporated herein by reference ("Joint Use Spaces") in accordance with paragraph 2, below.

2. Licensee's interest in such parking spaces is non-exclusive and is 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.]

3. This Agreement shall be effective upon execution by both parties and acceptance of the Agreement by the Director of Community Development and, in accordance with Code §400.690(C), this Agreement shall be valid for the total period that the use or uses for which the parking is needed are in existence.

4. This Agreement shall not be amended or terminated without written consent of both parties and notification of the amendment or termination to the City of St. Charles Director of Community Development or his/her designee.

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

6. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to joint parking and shall not be amended or modified without specific written provision to that effect, signed by both Licensor and Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LICENSOR:

LICENSEE:

By: (DATE)

By: (DATE)

ACCEPTED BY:

CITY OF ST. CHARLES, MISSOURI:

Director of Community Development

(Date)

[Notary Page follows]

SAMPLE

STATE OF MISSOURI,)
)
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

My term expires _____
Notary Public

STATE OF MISSOURI,)
)
COUNTY OF ST. CHARLES)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

My term expires _____
Notary Public