

AGREEMENT TO PROVIDE SHARED ACCESS

The Municipality of Anchorage, hereinafter the “Municipality,” and _____, hereinafter the “Owner(s) of the First Lot,” and _____, hereinafter the “Owner(s) of the Second Lot,” and _____, hereinafter the “Owner(s) of the Third Lot,” enter into the following AGREEMENT TO PROVIDE SHARED ACCESS (hereinafter “this Agreement”) which shall become effective on the date this Agreement is fully executed. This Agreement shall run with the land and shall be binding on the Owner(s) of the First Lot and the Owner(s) of the Second Lot, and the Owner(s) of the Third Lot and their heirs, successors, and assigns.

The Owner(s) of the First Lot is/are a(n) _____, and _____ execute(s) this Agreement on behalf of the Owner(s) of the First Lot in the capacity of _____ and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s) of the First Lot.

The Owner(s) of the Second Lot is/are a(n) _____, and _____ execute(s) this Agreement on behalf of the Owner(s) of the Second Lot in the capacity of _____ and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s) of the Second Lot.

The Owner(s) of the Third Lot is/are a(n) _____, and _____ execute(s) this Agreement on behalf of the Owner(s) of the Third Lot in the capacity of _____ and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s) of the Third Lot.

The Owner(s) of the First Lot own(s) real property described as: _____ per plat _____, Parcel ID # _____ located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred to herein as the “First Lot.” The Owner(s) of the Second, and Third Lot desire(s) to utilize the First Lot for _____,

and the Owner(s) of the First Lot must provide access to meet the requirements of the Anchorage Municipal Code.

The Owner(s) of the Second Lot own(s) an abutting lot of real property described as:

_____ per plat _____, Parcel ID # _____ located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred to herein as the "Second Lot." The Owner(s) of the Third Lot desire(s) to utilize the Second Lot for _____, and the Owner(s) of the Second Lot must provide access to meet the requirements of the Anchorage Municipal Code.

The Owner(s) of the Third Lot own(s) an abutting lot of real property described as:

_____ per plat _____, Parcel ID # _____ located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred to herein as the "Third Lot."

In accordance with Title 21 of the Anchorage Municipal Code, the Owner(s) of the First Lot and the Owner(s) of the Second Lot covenant and agree to provide access for the use and benefit of each lot as shown in the map attached hereto as Appendix A. The above-described uses of the First Lot and Second Lot shall not be altered or expanded in any manner that does not comply with the requirements of the Anchorage Municipal Code. The access as shown in the map attached hereto as Appendix A shall not be altered or restricted in any manner that does not comply with this Agreement and the requirements of the Anchorage Municipal Code. The access as shown in the map attached hereto as Appendix A does not inure to the benefit of any other lot.

This Agreement shall terminate upon the recording of a written release issued by the Municipality of Anchorage.

The Owner(s) of the First Lot and the Owner(s) of the Second Lot and the Owner(s) of the Third Lot understand and agree that violation of this Agreement constitutes a violation of Title 21 of the Anchorage Municipal Code, and will be subject to all penalties and remedies provided by law for such violation.

OWNER OF THE FIRST LOT

OWNER OF THE SECOND LOT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OWNER OF THE THIRD LOT

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

MUNICIPALITY OF ANCHORAGE

By: _____
Title: Land Use Plan Reviewer

Signature: _____
Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, in the capacity of _____.

Notary Public in and for Alaska
My commission expires _____

After recording return to:
Municipality of Anchorage, Planning Department
Attn: Sonnet Calhoun, Land Use Plan Reviewer
P.O. Box 196650, Anchorage, AK 99519-6650

Reference Building/Land Use Permit:

INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE SHARED ACCESS

1. This agreement is required by law (see Anchorage Municipal Code 21.45.040.)
2. There is an administrative fee of \$235.00 for each agreement.
3. Agreements will only be accepted on the form provided by the Municipality.
4. All property owners shown on Municipal tax records must sign the agreement.
5. If property is owned by a husband and wife, both must sign as tenants by the entirety. If signed before the same notary at the same time, the same notary block may be used. If not signed at the same time, a separate notary block is needed for each spouse.
6. If anyone other than the president or registered agent of a corporation executes the agreement, he/she must submit proof that he/she is authorized to bind the corporation.
7. Persons must sign using their legal name as given in the body of the agreement.
8. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.)
9. Interlineations and hand-written corrections should be avoided, and may be cause for the Municipality to reject the agreement. If corrections are made, the initials of all persons signing the agreement must be placed next to each correction.
10. The agreement must be filled out in ink, and all signatures must be in ink.
11. Include the building or land use permit number, if applicable.
12. A site plan **must** accompany the agreement. It **must** meet the following standards:
 - The plan must not be larger than 8½” x 14” (legal size) paper.
 - The site plan must be labeled Appendix “A”.
 - Plans and text must be clear, legible, and reproducible.
 - The site plan must show all lots, the access being granted, and all abutting rights-of-way, public use or access easements.
 - There must be a 1” (2.5 cm.) clear margin on all sides of the document.

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