WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
(_____)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1.   Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2.   Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

        2.1 _____, a(n) _

_____(the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located

at_____in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a

_____. A legal description of the Parking-Excess Parcel is attached to this Assurance as **Exhibit "A**."

        2.2 _____, a(n)

_____(the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located

at_____in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient

Parcel for a _____ known as "_____". A legal description of the Parking-Deficient Parcel is attached to this Assurance as **Exhibit "B."**

        2.3   The Parking-Deficient Parcel would need more parking spaces during the

hours of_____through _____on _____

through_____of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4   Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5   The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6   Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7   Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8   Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is

_____ parking spaces.

2.9   Parking Owner and Parking User shall have the right to amend, terminate and otherwise enforce their rights under the Parking Agreement, but any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 90 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 East Indian School Road, Scottsdale, AZ 85251.

3.   Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1   The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.

3.2   The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.

3.3   If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

4.   <u>Maintenance requirements</u>. Parking Owner shall maintain the borrowed parking spaces in accordance with the Chapter 18 Public Nuisance and Property Maintenance and the Appendix B – Basic Zoning Ordinance of the Scottsdale Revised Code.

5.   <u>City's Right to Enforce</u>. City has no duties or obligations under this Assurance or the Parking Agreement. Parking Owner and Parking User may have other rights against each other under the Parking Agreement, but, with respect to City, this Notice controls any conflict with the Parking Agreement. City is entitled to rely on this Assurance without regard to the terms of the Parking Agreement. This document runs with the land on the Parking-Excess Parcel and the Parking-Deficient Parcel. No changes to this form are valid unless the City Attorney signs this document approving the changes.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this _____ day of_____, 20_____.

PARKING USER: _____

_____

By :_____

Its:_____

PARKING OWNER: _____

By :_____

Its:_____

APPROVAL BY CITY:

City hereby approves the parking allocation stated in this Assurance to City of Remote Parking, such allocation to be effective until such allocation no longer satisfies the Code.

NAME:_____

TITLE: <u>Zoning Administrator</u>_____

DATE:_____, _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of _____, a(n) _____, (PARKING USER).

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of _____, a(n) _____, (PARKING OWNER).

_____
Notary Public

My Commission Expires:

_____

<u>Table of Exhibits</u>

A   Legal description for parcel supplying the parking spaces.

B   Legal description for parcel borrowing the parking spaces.