

RECORDING REQUESTED BY
THE CITY OF SAN DIEGO
WHEN RECORDED, MAIL TO:

(THIS SPACE FOR RECORDER'S USE ONLY)



Streetary – Shared Parking Agreement

This STREETARY-SHARED PARKING AGREEMENT (Agreement) is entered into and effective _____, 20 __, by and between:

- Applicant: _____;
- Co-Applicant: _____; and
- The City of San Diego (City), also referred to collectively as “the Parties.”

RECITALS

WHEREAS, on _____, 20 __, the City granted Permit No. _____ to Applicant pursuant to §141.0621 of the Land Development Code to operate a streetary located at _____ within the Coastal Overlay Zone and Beach Impact Area of the Parking Impact Overlay Zone.

WHEREAS, (___) on-street public parking spaces will be removed to construct the streetary.

WHEREAS, pursuant to §141.0621 of the Land Development Code, the City of San Diego requires the replacement of public parking that is removed as a result of a streetary located within both the Coastal Overlay Zone and the Beach Impact Area of the Parking Impact Overlay Zone.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties as herein expressed that _____, _____, and the City of San Diego agree as follows:

1. _____, Co-Applicant and owner of the property located at _____ will, for the term of Permit No. _____, and consistent with the attached Exhibit A:

1.1. Provide _____, Applicant and owner of the property located at _____ as described in paragraph 1.3 below, with (___) parking spaces, on property located at:

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_____ (off-street parking spaces), as described in paragraph 1.3. below, to replace the on-street parking removed to construct a streetary in accordance with Land Development Code §141.0621 and;

1.2. Identify the off-street parking spaces with appropriate signage as required by §141.0621, for use by the general public except as provided in paragraph 7 below.

1.3. Applicant: _____ Co-Applicant: _____
Assessor Parcel Number: _____ Assessor Parcel Number: _____
Legal Description: _____ Legal Description: _____

2. If, for any reason, the off-street parking spaces are no longer available for use by the general public, except as provided for in paragraph 7. below, Applicant will be in violation of the City of San Diego Land Development Code requirements to provide off-street parking. In such a case, Applicant will be required to reestablish compliance through a new shared parking agreement and provision of required off-street parking spaces or cease operation of, and remove, the approved streetary located at:

Applicant agrees to waive any right to contest enforcement of the City’s Land Development Code §141.0621 and requirements for off-street parking spaces should the circumstances described in this paragraph 2. arise.

3. Although the Applicant and Co-Applicant may have recourse against one another for breach of this Agreement, in no circumstance shall the Applicant or Co-Applicant have any remedy against the City for breach of this Agreement, and the City shall not be obligated to remedy such breach. The City may invoke any remedy provided for in the Land Development Code to enforce such breach or violation of the Land Development Code against the Applicant.

4. The City is not bound by, a party to, or subject to any liability under any separate agreement that may independently exist between the Applicant and Co-Applicant concerning the provision of parking spaces at _____.

5. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1. of this Agreement and be enforceable against successors in interest and assigns of the Applicant and Co-Applicant.

6. Title to and the right to use the lots upon which the off-street parking is to be provided will be subservient to the title to the property for which the streetary was established.

7. The property or portion thereof on which the off-street parking spaces are located will not be made subject to any other covenant or contract which interferes with use of the off-street parking by the general public, without prior written consent of the City.

8. This Agreement shall be in effect for the term of Permit No. _____ and will be terminated if replacement parking has been approved by the Development Services Department and a new shared parking

agreement has been executed and recorded, or in the case the streetary ceases to operate and is removed.

- 9. Continued operation of the streetary by the Applicant beyond the permit expiration date will require, prior to the expiration of Permit No. _____, issuance of a new permit and execution and recordation of a new shared parking agreement.
- 10. With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness, damages, or death) or property, arising from, related to, or resulting from the provision of replacement off-street parking spaces, the Applicant and Co-Applicant agree to defend, indemnify, protect and hold harmless the City, its agents, officers, and employees from and against any and all liability. Also covered by this paragraph is liability arising from, related to, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees that may be in combination with active or passive negligent acts or omissions of the Applicant or Co-Applicant, their employees, agents or officers, or any third party. The Applicant and Co-Applicant’s duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees. The Applicant and Co-Applicant further agree to pay any and all costs the City incurs to enforce the indemnity and defense provision described in this paragraph 10.
- 11. This Agreement shall be kept on file with the Development Services Department of the City of San Diego, in the record for Project Number _____ and shall be recorded on the titles of those properties referenced in paragraph 1. of this document.

In Witness whereof, the undersigned hereby execute this Agreement.

Applicant	Date	Deputy Director, or designee Land Development Review Development Services Department	Date
Co-Applicant	Date		

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGEMENTS PER CIVIL CODE §1180 ET SEQ.

Reference Table
<ul style="list-style-type: none"> San Diego Municipal Code (SDMC) SDMC Ch. 14, Art. 1, Div. 6 (Commercial Services Use Category – Separately Regulated Uses) §141.0621 Sidewalk Cafes, Streetaries, and Active Sidewalks