

Private Cross-Parking Agreement **Template***

This template is provided as a courtesy and does not intend to circumvent appropriate legal advice. All Private Cross-Parking Agreements must meet staff approval prior to filing at Cleveland County.

I. WHEREAS, Grantor is the legal owner of a fee interest of certain real properties located in Moore, Cleveland County, Oklahoma, and described in the attached Exhibit A **{ATTACH LEGAL DESCRIPTION/MAP OF THE PARKING AREA}** (herein referred to as the ‘Property’); and

II. WHEREAS, the general public will be invited to utilize said property for parking to benefit **{LIST ALL ADDRESSES AND/OR DESCRIPTIONS ALLOWED TO USE PARKNG LOT}**; and

III. WHEREAS the City of Moore has adopted Zoning Regulations that establish minimum requirements for access and parking to promote adequate open space, ensure building accessibility to patrons and emergency personnel, to minimize traffic conflicts, and to help ensure the proper traffic safety of the residents of Moore; and

IV. WHEREAS the City of Moore recognizes that the regulation of private drive aisles, parking spaces, and internal traffic flow contribute to a safer commercial development reducing traffic congestion and conflict points, and providing non-motorized transportation options.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Cross-Parking. Grantor hereby grants to the above-mentioned properties and their successors and assigns, and their agents, employees, designees, licensees, tenants, lessees, invitees, customers, contractors and suppliers (collectively, the “Grantee Parties”), a perpetual, free of charge, nonexclusive license, right and privilege in, to, on, over, under, along and across the subject site for vehicle access and parking.

3. Maintenance. Grantee shall maintain and repair (or cause to be maintained and repaired), the Cross-Access Parking in good repair such that vehicular, pedestrian and emergency access is not impaired. **{INSERT ADDITIONAL MAINTENANCE RESPONSIBILITY LANGUAGE, WHO PAYS, ETC.}**

a. If the Cross-Access Parking is not maintained for adequate vehicular, pedestrian, and emergency access, the City may at its discretion, initiate exterior property maintenance or condemnation actions to ensure proper repairs and maintenance.

4. Interruption of Access. No walls, fences, dumpsters, parking areas, signs or barriers of any sort or nature shall be constructed or erected on or over the Cross-Access Parking without prior approval of the City. The Grantor agrees not to block, restrict or otherwise prohibit access over, through or across the subject site.

5. Grantor Responsibilities. The Grantor, the successors and assigns of the Grantor, shall be responsible for installation, construction, maintenance, repair, and reconstruction of the following being appurtenant to the Cross-Access Parking:

- a. Adequate drainage;
- b. Interior traffic control devices when required by the City;
- c. Pavement Markings, including handicap markings and signage, if required.

6. Compliance with Moore Zoning Regulations. All development review requests that seek to access or modify the Cross Parking Agreement shall be reviewed by the City of Moore, including, but not limited to, the following:

- a. Curb Cuts/ Driveway Permits
- b. Sidewalk ADA Compliance
- c. Vehicular Drive Aisles and/or Fire Lanes

7. Modification. This Agreement shall not be amended, modified, or terminated and no waiver of any provision hereof shall be effectives unless set forth in a written instrument executed with the same formality as this Agreement.

8. Binding Effect. This Agreement extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

Executed this _____ day of _____, 20__.

Grantor (Print Name)

By: _____
Signature Title

Grantor Individual Acknowledgement

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20{--}, personally appeared _____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____