



APPLICATION FOR PARKING AGREEMENT

Contact Planning & Development (864) 467-4476

*Indicates Required Field

Office Use Only:

Application# _____	Fees Paid _____
Date Received _____	Accepted By _____
Date Complete _____	App Deny Conditions _____

APPLICANT/OWNER INFORMATION

APPLICANT

PROPERTY OWNER

*Name:		
*Address:		
*City, State ZIP		
*Phone:		
*Email:		

PROPERTY INFORMATION

*PLEASE SELECT ONE: _____ Remote Parking _____ Shared Parking

*BUILDING/SITE PERMIT #

*STREET ADDRESS

*CURRENT ZONING DESIGNATION

*TOTAL ACREAGE

*BUSINESS/TENANT NAME

*USE(S)

*TAX MAP #(S) OF SUBJECT PROPERTY

*TAX MAP #(S) OF PROPERTY AGREEMENT

*REQUIRED PARKING SPACES (#)

*# SPACES PROVIDED ON-SITE

*# SPACES PROVIDED OFF-SITE

INSTRUCTIONS

PARKING AGREEMENT TEMPLATE (Please use the template provided below).

Pursuant to Section 19-6.1.9 PARKING ALTERNATIVES

REMOTE PARKING

The administrator may approve the location of required off-street parking spaces on a separate lot from the lot on which the principal use is located if the off-site parking complies with all of the following standards:

- (1) Ineligible activities. Off-site parking may not be used to satisfy the required off-street parking standards for residential uses (except for guest parking), convenience stores, or other convenience-oriented uses. Required parking spaces for persons with disabilities shall not be located off-site.
- (2) Location. No off-site parking space may be located more than 600 feet from the primary entrance of the use served unless remote parking shuttle bus service is provided. Off-site parking spaces may not be separated from the use served by a street wider than three lanes, unless a grade-separated pedestrian walkway, or other traffic control or remote parking shuttle bus service, is provided.
- (3) Agreement for off-site parking. In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement between the record owners will be required. The agreement must guarantee the use of the off-site parking area for at least ten years. An attested copy of the agreement between the owners of record must be submitted to the administrator for recordation in a form established by the city attorney. Recordation of the agreement must take place before issuance of a building permit or certificate of occupancy for any use to be served by the off-site parking area. An off-site parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with the requirements of subsections 19-6.1.2 and 19-6.1.3. No use shall be continued if the parking is removed unless substitute parking facilities are provided, and the administrator shall be notified at least 60 days prior to the termination of a lease for off-site parking.

SHARED PARKING

The administrator may approve alternatives to providing the number of off-street parking spaces required by subsection 19-6.1.3. The administrator may approve **shared parking facilities** for developments or uses with different operating hours or different peak business periods if the shared parking complies with all of the following standards:

- (1) Location. If located off-site, the shared parking spaces must be located within 600 feet of the primary entrance of all uses served, unless remote parking shuttle bus service is provided.
- (2) Shared parking study. A shared parking study that clearly demonstrates the feasibility of shared parking shall be submitted to the administrator. The study must be provided in a form established by the administrator. It must address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.
- (3) Agreement for shared parking. A shared parking plan (where the minimum required spaces are provided off-site) will be enforced through written agreement among all owners of record. **An attested copy of the agreement between the owners of record must be submitted to the administrator in a form established by the city attorney. The agreement must be recorded with the county register of deeds before issuance of a building permit for any use to be served by the shared parking area.** A shared parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with the requirements of subsections 19-6.1.2 and 19-6.1.3.

Table 19-6.1-7: Shared Parking Demand by Land Use and Time of Day
(Percentages are based on minimum parking requirements)

Land use	Weekday		Weekend		Nighttime (12:00midnight—6:00am)
	Daytime (6:00am—5:00pm)	Evening (5pm—12:00midnight)	Daytime (6:00am—5 pm)	Evening (5:00pm—12:00midnight)	
Office	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Residential	30%	90%	80%	90%	100%
Restaurant	50%	100%	100%	100%	10%
Hotel/motel	75%	100%	75%	100%	75%
Entertainment	40%	100%	80%	100%	10%
Religious institution	10%	30%	100%	30%	5%

To use Table 19-6.1-7:

- 1) Determine the minimum parking requirements in accordance with Table 19-6.1-1 for each land use as if it is a separate use.
- 2) Multiply each amount by the corresponding percentages for each of the five time periods.
- 3) Calculate the total for each time period.
- 4) Select the column with the highest total and use this number as the required minimum number of parking spaces.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement") is made and entered into this [DATE], [YEAR], by [GRANTOR NAME] (hereinafter "Grantor") and the [GRANTEE NAME] (hereinafter the "Grantee"). Grantor and Grantee being sometimes hereinafter collectively referred to as the "Parties")

RECITALS

- A. **WHEREAS**, Grantor is the owner of that certain property described as Tax Map Number [INSERT NUMBER] on Exhibit "A" (the "Property") attached hereto and incorporated herein;
- B. **WHEREAS**, Grantor has parking spaces on the Property and the Grantee desires to utilize up to approximately [INSERT NUMBER OF SPACES] parking spaces for use by the Grantee, its employees, volunteers and/or its patrons after [INSERT TIME] for use as shared parking/off-site parking [PICK ONE] serving Grantee’s business located at _____ (the “Use”);
- C. **WHEREAS**, pursuant to the terms and conditions contained herein, Grantor desires to grant to the Grantee a license for the use of approximately [INSERT NUMBER OF SPACES] parking spaces, together with a non-exclusive right of ingress, egress, and regress to and from such parking spaces through drives and alleyways as Grantor or Grantee may establish from time to time on the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENTS

- 1. **Establishment of Parking Easement.** Grantor hereby establishes, creates, and grants to Grantee a license for the use of approximately [INSERT NUMBER OF SPACES] parking spaces on the Property together with the non-exclusive right of ingress, egress and regress over and across drives and alleyways located on the Property for the purpose accessing the [INSERT NUMBER OF SPACES] licensed parking spaces. The license granted herein shall be for the benefit of Grantee, its employees, volunteers and/or its patrons.
- 2. **Duration of License/Easement.** The license and access easement granted to the Grantee herein shall terminate on a date which is _____ [INSERT NUMBER OF YEARS—BUT MUST BE AT LEAST 10 YEARS FOR OFF-SITE PARKING PER 19-6.1.9(B)(3)], unless revoked earlier by the Grantor by providing ninety (90) days written notice to Grantee. Grantee acknowledges and agrees that in the event of revocation, the Use may not be continued unless alternative parking arrangements are made by Grantee which comply with Article 19-6 of the Greenville City Code
- 3. **No Rights in Public; No Implied Easements.** Except as expressly set forth herein, nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Property.
- 4. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach of the terms or conditions hereof, the aggrieved party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 5. **Miscellaneous.**
 - 5.1 **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
 - 5.2 **Governing Law.** The laws of the State in which the Property is located shall govern the interpretation, validity, performance, and enforcement of this Agreement.
 - 5.3 **Grantee Responsibility.** If the Grantee, its employees, volunteers and/or its patrons should damage or litter the Property in any way, it shall be Grantee’s responsibility to repair and/or clean the Property as soon as reasonably possible. If anyone is injured as a result of Grantee’s use of the Property, it shall be Grantee’s sole responsibility.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

[GRANTOR NAME]

By: _____

Its: _____

[GRANTOR NAME]

STATE OF SOUTH CAROLINA)

)

COUNTY OF GREENVILLE)

I, a Notary Public for South Carolina do hereby certify that _____ as
_____, personally appeared before me this day and acknowledge the due
execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2018

Notary Public of South Carolina

My Commission Expires: _____

WITNESSES:

[GRANTEE NAME]

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF GREENVILLE)

I, a Notary Public for South Carolina do hereby certify that _____ as
_____, personally appeared before me this day and acknowledge the due
execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2018

Notary Public of South Carolina

My Commission Expires: _____