



REMOTE PARKING AGREEMENT
(including church uses)

STATE OF TEXAS )
COUNTY OF \_\_\_\_\_ )

KNOW ALL PERSONS BY THESE PRESENTS:

I.

\_\_\_\_\_ ("Owner(s) of Tract A") is the owner(s) of the below
described property ("Tract A"), which is the recipient of parking spaces:
Street Address \_\_\_\_\_;
Property Description: Lot \_\_\_\_\_, Block \_\_\_\_\_
Addition \_\_\_\_\_, Zoning District \_\_\_\_\_, more particularly
described in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Deed Records
of \_\_\_\_\_ County, Texas. The below described use(s) ("Use A", "Use B", etc.)
is located on Tract A: \_\_\_\_\_. Floor area of Use(s) on Tract
A: \_\_\_\_\_. Total number of off-street parking spaces required for Use(s) on
Tract A: \_\_\_\_\_. Number of off-street parking spaces on Tract A provided
for Use(s) on Tract A to meet parking requirement: \_\_\_\_\_.

II.

\_\_\_\_\_ ("Owner(s) of Tract B") is the owner(s) of the below
described property ("Tract B"), which is providing the parking spaces:
Street Address \_\_\_\_\_.
Property Description: Lot \_\_\_\_\_, Block \_\_\_\_\_
Addition \_\_\_\_\_, Zoning District \_\_\_\_\_, more particularly
described in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Deed Records of \_\_\_\_\_
County, Texas. The below described use(s) ("Use B", etc) is located on Tract
B: \_\_\_\_\_. Floor area of Use(s) on Tract
B: \_\_\_\_\_. Total number of off-street parking spaces required for Use(s) on Tract
B: \_\_\_\_\_. Total number of off-street parking spaces located on Tract B
providing required parking for Use(s) on Tract A: \_\_\_\_\_.

III.

In order that all uses governed by this agreement may operate in compliance with the off-street parking
regulations in the Dallas Development Code of the Dallas City Code ("Code"), as amended, and derive

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all the benefits from such compliance, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as Owner(s) of Tract A and B have agreed upon, Owner(s) of Tract A and B agree to enter into this Agreement.

IV.

Owner(s) of Tract A and B agree that Tract B shall be used to provide \_\_\_\_\_ required off-street parking spaces for Use(s) on Tract A to comply with the Code. The walking distance between Tract A and Tract B is \_\_\_\_\_ feet.

V.

Owner(s) of Tract A and B agree to comply with the off-street parking regulations in the Code.

VI.

The location of the off-street parking spaces on Tract B is shown on a site plan that is attached to and made a part of this agreement. The site plan must provide sufficient information to demonstrate compliance with the Code and all other applicable ordinances and regulations of the City of Dallas ("City").

VII.

This agreement may be amended or terminated only upon the filing, in the Deed Records of the county or counties in which Tracts A and B are located, of an instrument approved by the building official of the City and approved as to form by the city attorney. The building official shall approve an instrument amending or terminating this agreement if:

- (1) all uses providing parking and all uses on the property for which parking is provided under this agreement fully comply with the off-street parking regulations in the Code, as amended, by a means other than this parking agreement; or
- (2) all uses on the property for which parking is provided under this agreement cease to operate and terminate their certificates of occupancy.

Owner(s) of Tract A or B shall file the amending or terminating instrument in the Deed Records of the county or counties in which Tract A and Tract B are located at the sole cost and expense of Owner(s) of Tract A or B. After filing the amending or terminating instrument in the Deed Records, Owner(s) of Tract A or B shall file two copies of the instrument with the building official. No amendment or

termination of this agreement is effective until the amending or terminating instrument is filed in accordance with this paragraph.

VIII.

This agreement inures to the benefit of, and is enforceable by, the parties to the agreement and the City. If a use is being operated in violation of this agreement, the building official shall revoke the certificate of occupancy for that use. Owner(s) of Tract A and B acknowledge that the City has the right to enforce this agreement by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against any person violating or attempting to violate this agreement, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce this agreement against a person, Owner(s) of Tract A and B agree that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs from that person.

IX.

Owner(s) of Tract A and B agree to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in conjunction with this agreement and the City granting, revoking, or withholding a building permit and/or certificate of occupancy by reason of this agreement.

X.

Owner(s) of Tract A and B understand and agree that this agreement shall be governed by the laws of the State of Texas.

XI.

Prior to the issuance of the building permit and/or certificate of occupancy for Use(s) on Tract A, Owner(s) of Tract A or B shall file this agreement in the Deed Records of the county or counties in which Tracts A and B are located at the sole cost and expense of the Owner(s) of Tract A or B. After filing this agreement in the Deed Records, Owner(s) of Tract A or B shall file two copies of this agreement with the building official.

XII.

Owner(s) of Tract A and B understand and agree that this agreement shall be a covenant running with the land with respect to both Tract A and Tract B, and that this agreement shall fully bind any and all

successors, heirs, and assigns of Owner(s) of Tract A or B who acquire any right, title, or interest in or to Tract A or Tract B, or any part of those tracts. Any person who acquires any right, title, or interest in or to Tract A or Tract B, or any part of those tracts, thereby agrees and covenants to abide by and fully perform this agreement.

### XIII.

Unless stated otherwise in this agreement, the definitions and provisions of CHAPTER 51A of the Dallas City Code, as amended, apply and are incorporated into this agreement as if recited in this agreement.

### XIV.

In the event that Tract A and Tract B are or ever become owned by the same person or entity, then this person or entity intends this agreement to be construed as a deed restriction, and that the Doctrine of Merger not apply.

### XV.

If the building official places any conditions upon the approval of this parking agreement, those conditions shall be attached to and made a part of this agreement. If conditions are placed upon the approval of this agreement, Owner(s) of Tract A and B agree that they shall comply with each condition and understand that a failure to so comply shall constitute a violation of this agreement.

### XVI.

Owner(s) of Tract A and B each certify and represent that there are no liens or mortgages, other than liens for *ad valorem* taxes, against their respective tracts if there are no signatures of lienholders or mortgagees subscribed below.

### XVII.

The invalidation of any provision of this agreement by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED at \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner(s) of Tract A  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Owner(s) of Tract B  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENT AND CONCURRENCE OF LIENHOLDERS OR MORTGAGEES:

\_\_\_\_\_  
Tract A Lienholder/Mortgagee  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Tract B Lienholder/Mortgagee  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR.,  
City Attorney

\_\_\_\_\_  
Building Official  
(or authorized representative)

\_\_\_\_\_  
Assistant City Attorney

**ATTACH THE APPROPRIATE ACKNOWLEDGMENTS FOR ALL SIGNATORIES, INCLUDING OWNERS, AND LIENHOLDERS/MORTGAGEES (IF APPLICABLE).**