

MEMORANDUM OF LEASE (OFF-SITE PARKING AGREEMENT)

THIS MEMORANDUM OF LEASE (this “Memorandum”) is executed by and between:

[Name]

[Name]

[Address]

[Address]

LESSOR

LESSEE

1. Lessor and Lessee (“Parties”) have entered into a Lease Agreement concerning _____
[# of Spaces] spaces (“Lease”) located on a certain property located at _____ [address]
more specifically described in “Exhibit A” attached to this Memorandum of Lease (“Leased Tract”).

2. The Lease is effective from _____ [date] to _____ [date].

3. The Parties certify that the Lease is intended be a legally binding agreement under the laws of the State of Texas and is entered into for the purpose of complying with the parking requirements of Article 8 of Chapter 26, Code of Ordinances (“Code”) by providing for access to off-site parking facilities pursuant to Section 26-499 of the Code.

4. The Parties certify that the parking facilities that are the subject of the Lease are not being used by any person or entity to satisfy the parking requirements of the Code, except by Lessee through the Lease.

5. The Parties acknowledge that the Lease is required to have an effective term of at least one year pursuant to Section 26-501 of the Code.

6. The Parties acknowledge the requirements of Section 26-501(b) of the Code, describing the actions required to be taken by the parties in the event the parking facilities that are the subject of the Leased Tract become unavailable. The Parties acknowledge that a failure to do so may result in the revocation of Lessee's certificate of occupancy.
7. The Parties acknowledge the requirements of Sections 26-501(c) and (d), describing the requirement to submit an annual certification not more than one year from the execution date of this Memorandum of Lease, accompanied by a Memorandum of Lease executed not more than one year after the date of this Memorandum of Lease, certifying that the parking facilities that are the subject of the Leased Tract are still available to be used by the Lessee and that a failure to do so may result in the revocation of applicant's or responsible party's certificate of occupancy.
8. The Parties acknowledge that the acknowledgements of this Memorandum of Lease are intended to be a summary of the regulatory requirements of the Code and not an exhaustive list of all regulations and requirements of the Parties.
9. The Parties intend that this Memorandum of Lease is to remain on file with the Planning and Development Department of the City of Houston, and is accompanied by the non-refundable fee set forth in the City Fee Schedule.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum upon the dates set forth below.

“LESSOR”

SIGNED: _____

PRINTED: _____

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This instrument was acknowledged before me on the _____ day of _____, _____, by _____

(Notary Seal)

Notary Public, State of Texas

“LESSEE”

SIGNED: _____

PRINTED: _____

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This instrument was acknowledged before me on the _____ day of _____, _____, by _____

(Notary Seal)

Notary Public, State of Texas

EXHIBIT A
[LEGAL DESCRIPTION OF LEASED TRACT]