

When Recorded, Return to:

King County Real Estate Services
500 Fourth Avenue, Room 830
Seattle, WA 98104-2337
Attention: Bob Thompson

PARKING COVENANT

Grantor: King County Fire District 13

Grantee: King County, a political subdivision of the state of Washington

Legal Description of Burdened Parcels: See Exhibit A

Legal Description of Benefited Parcel: See Exhibit A

Assessor's Tax Parcels: Burdened Parcels: 284620-0092; 312303-9041; 284620-0090;
312303-9041; 312303-9072
Benefited Parcel: 284620-0092

THIS PARKING COVENANT, dated OCTOBER 29, 2013, 2013 (for reference purposes only), is made by **King County Fire District 13** ("Grantor") and **King County**, a political subdivision of the state of Washington ("Grantee"), to King County to satisfy the requirements of Section 21A.18 of the King County Code relating to parking requirements necessary to secure building and use permits.

RECITALS:

(a) Grantor is the owner of real property legally described in Exhibit A and further described as follows (the "Shared Parking Area"):

County Leasehold	19021 SW Bank Road, Vashon, WA	AP#284620-0092
Training Building	10019 SW Bank Road, Vashon, WA	AP#312303-9041 AP#284620-0090
Maintenance Building	10019 SW Bank Road, Vashon, WA	AP#312303-9041
Gravel Overflow Parking Lot	10031 SW Bank Road, Vashon, WA	AP#312303-9072

(b) Grantor and Grantee have entered into a Lease Agreement dated March 7, 2013 (the "Lease") providing Grantee's use of building space and parking area on Grantor's real property identified above as the "County Leasehold."

(c) Grantor has agreed to provide non-exclusive on-site and off-site parking for Grantee's use under the Lease within the Shared Parking Area as further described in Exhibit B.

(d) Section 21A.18 of the King County Code provides in part that when parking is provided off-site the following conditions shall apply:

If the required amount of off-street parking has been proposed to be provided off-site, the applicant shall provide written contracts with affected landowners showing that required off-street parking shall be provided in a manner consistent with this chapter. The contracts shall be reviewed by the director for compliance with this chapter, and if approved, the contracts shall be recorded with the records and licensing services division as a deed restriction on the title to all applicable properties. These deed restrictions may not be revoked or modified without authorization by the director.

NOW, THEREFORE, the Grantor and Grantee hereby agree with each other and with King County as follows:

1) Grantor hereby covenants and agrees that effective on the date that this Parking Covenant is executed and recorded a total of thirty-four (34) parking stalls identified in Exhibit B and located within the Shared Parking Area legally described in Exhibit A, shall be provided for parking to serve the County Leasehold as necessary to meet the King County Code requirements for off-site parking.

2) Grantor and Grantee agree that this Parking Covenant shall be in full force and effect during the Term of the Lease including any Renewal Options to extend the Term of the Lease.

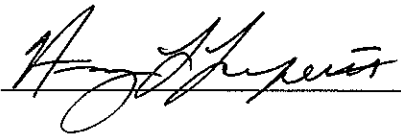
3) This Parking Covenant shall run with the land and will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Grantee may not assign its rights to any other entity without the express written approval of Grantor, which shall not be unreasonably withheld or conditioned.

4) Grantor and Grantee mutually understand and agree that the use of shared parking as provided herein shall not impede emergency response operations.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Parking Covenant on the dates specified below.

GRANTOR: King County Fire District 13

GRANTEE: King County

By: 

By: _____

Name: HENRY L LIPE III

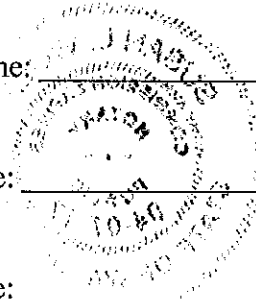
Name: _____

Title: FIRE CHIEF

Title: _____

Date: OCTOBER 29, 2013

Date: _____



APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Henry L. Lipe, III signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 10/29/13



Susan L. Wolf
NOTARY PUBLIC in and for the State of
Washington residing at Vashon. My
appointment expires 4-7-2017.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of the _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____, day of _____, 20 ____.

NOTARY PUBLIC in and for the State of
Washington residing at _____. My
appointment expires _____.

**EXHIBIT A
LEGAL DESCRIPTIONS**

BURDENED PARCELS:

County Leasehold

The east 23.76 feet of Lot 1 and all of Lot 2, Block 2, Gorsuch Addition to Vashon, according to the plat thereof recorded in Volume 26 of Plats, page 5, in King County, Washington.

Assessor's Parcel Number: 284620-0092

Street Address: 19021 SW Bank Road, Vashon, Washington

Training Building

Beginning 660 feet west of the northeast corner of the northeast quarter of the northeast quarter; thence south 330 feet; thence east 132 feet; thence north 330 feet; thence west 132 feet to the point of beginning; less the County Road; less the west 66 feet thereof.

Assessor's Parcel Number: 312303-9041

Street Address: 10019 SW Bank Road, Vashon, Washington

AND

The west 30 feet of Gorsuch Addition to Vashon.

Assessor's Parcel Number: 284620-0090

Street Address: 10019 SW Bank Road, Vashon, Washington

Maintenance Building

Beginning 660 feet west of the northeast corner of the northeast quarter of the northeast quarter; thence south 330 feet; thence east 132 feet; thence north 330 feet; thence west 132 feet to the point of beginning; less the County Road; less the west 66 feet thereof.

Assessor's Parcel Number: 312303-9041

Street Address: 10019 SW Bank Road, Vashon, Washington

Gravel Overflow Parking Lot

The west 66 feet of the east 660 feet of the north 330 feet of the northeast quarter of the northeast quarter; less the County Road.

Assessor's Parcel Number: 312303-9072

Street Address: 10031 SW Bank Road, Vashon, Washington

BENEFITTED PARCEL:

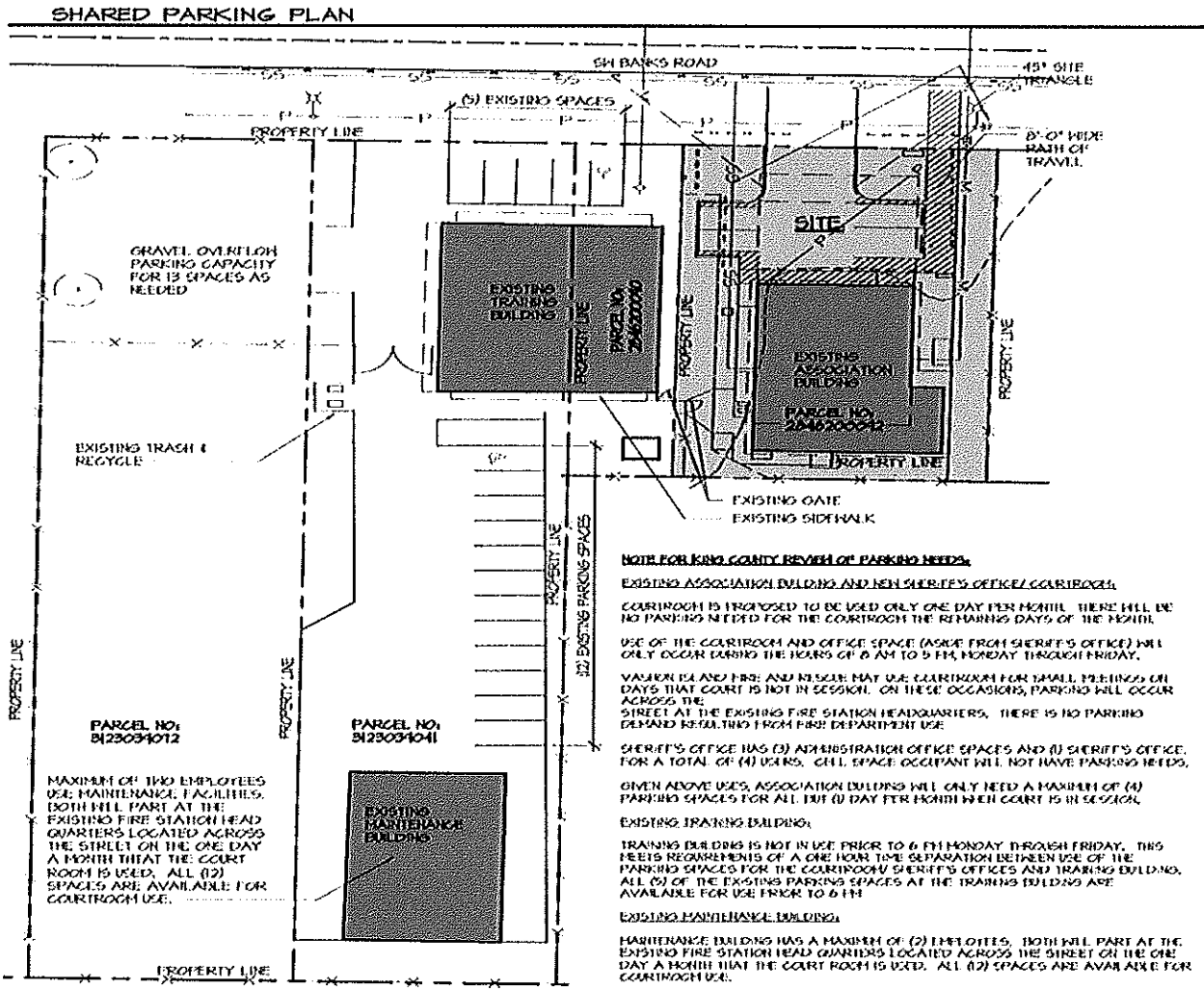
County Leasehold

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Assessor's Parcel Number: 284620-0092

Street Address: 19021 SW Bank Road, Vashon, Washington

EXHIBIT B SHARED PARKING PLAN



NOTE FOR KING COUNTY BOARD OF PARKING NEEDS:

EXISTING ASSOCIATION BUILDING AND NEW SHERRIFF'S OFFICE COURTROOM:
COURTROOM IS PROPOSED TO BE USED ONLY ONE DAY PER MONTH. THERE WILL BE NO PARKING NEEDED FOR THE COURTROOM THE REMAINING DAYS OF THE MONTH.

USE OF THE COURTROOM AND OFFICE SPACE (ASIDE FROM SHERRIFF'S OFFICE) WILL ONLY OCCUR DURING THE HOURS OF 8 AM TO 5 PM MONDAY THROUGH FRIDAY.

VARIOUS ISLAND FIRE AND RESCUE MAY USE COURTROOM FOR SMALL MEETINGS ON DAYS THAT COURT IS NOT IN SESSION. ON THESE OCCASIONS PARKING WILL OCCUR ACROSS THE STREET AT THE EXISTING FIRE STATION HEADQUARTERS. THERE IS NO PARKING DEMAND RESULTING FROM FIRE DEPARTMENT USE.

SHERRIFF'S OFFICE HAS (1) ADMINISTRATION OFFICE SPACES AND (1) SHERRIFF'S OFFICE, FOR A TOTAL OF (4) USERS. CHIEF OFFICE OCCUPANT WILL NOT HAVE PARKING NEEDS.

GIVEN ABOVE USES, ASSOCIATION BUILDING WILL ONLY NEED A MAXIMUM OF (4) PARKING SPACES FOR ALL BUT (1) DAY PER MONTH WHEN COURT IS IN SESSION.

EXISTING TRAINING BUILDING:

TRAINING BUILDING IS NOT IN USE PRIOR TO 6 PM MONDAY THROUGH FRIDAY. THIS MEETS REQUIREMENTS OF A ONE HOUR TIME SEPARATION BETWEEN USE OF THE PARKING SPACES FOR THE COURTROOM SHERRIFF'S OFFICES AND TRAINING BUILDING. ALL (12) OF THE EXISTING PARKING SPACES AT THE TRAINING BUILDING ARE AVAILABLE FOR USE PRIOR TO 6 PM.

EXISTING MAINTENANCE BUILDING:

MAINTENANCE BUILDING HAS A MAXIMUM OF (2) EMPLOYEES, BOTH WILL PART AT THE EXISTING FIRE STATION HEAD QUARTERS LOCATED ACROSS THE STREET ON THE ONE DAY A MONTH THAT THE COURT ROOM IS USED. ALL (12) SPACES ARE AVAILABLE FOR COURTROOM USE.

SHARED PARKING CALCULATIONS PER KCC TABLE 21A.02.020A FOR GOV. SERVICE FACILITIES

KCC 21A.02.010C PERMITS UP TO A 10% REDUCTION IN PARKING FEES FOR EACH USER FOR SHARED PARKING FACILITIES.

KCC 21A.02.010D TOTAL SHARED SPACES MUST NOT BE LESS THAN THAT REQUIRED FOR A SINGLE USE.

KCC 21A.02.030A PARKING SPACES SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER WITH FRACTIONS OF .50 OR GREATER ROUNDED UP AND FRACTIONS BELOW .50 ROUNDED DOWN.

PARKING REQUIRED, MONDAY - FRIDAY, 6AM TO 5PM

ASSOCIATION BUILDING:

COURT ROOM:
3 SPACES PER COURTROOM + 1 PER 50 SF. ASSEMBLY SPACE
3 SPACES (LOBBY @ 221 SF + COURTROOM @ 666 SF) / 50 = 21.4 OR 21 SPACES

OFFICE SPACE:
1 SPACE PER 300 SF = 1606 / 300 = 5.4 OR 5 SPACES

SUBTOTAL: 26 SPACES
TOTAL WITH 10% REDUCTION = 23.4 OR 23 SPACES

MAINTENANCE BUILDING:

BASED ON ACTUAL USAGE, 0 SPACES
2 SPACES PROVIDED ARE PROVIDED AT THE EXIST. HEAD QUARTERS LOCATED ACROSS THE STREET FROM EXISTING TRAINING BUILDING
GRAND TOTAL OF PARKING REQUIRED: 23 SPACES

PARKING PROVIDED, MONDAY - FRIDAY, 6AM TO 5PM

TRAINING BUILDING OFFICE SPACE:
1 SPACE PER 300 SF = 1606 / 300 = 5.4 OR 5 SPACES
TOTAL WITH 10% REDUCTION = 23.4 OR 23 SPACES

PARKING PROVIDED:
ASSOCIATION BUILDING: 4 NEW SPACES
TRAINING BUILDING: 5 EXIST. SPACES
MAINTENANCE BUILDING: 12 EXIST. SPACES
GRAVEL OVERFLOW PARKING LOT (AS NEEDED): 13 NEW SPACES

TOTAL PARKING PROVIDED FOR SHARED FACILITIES: 34 SPACES

<p>T</p> <p>architecture + planning</p>	<p>A</p>	<p>SHARED PARKING PLAN AND CALCULATIONS</p> <p>KING COUNTY SHERIFF REMODEL, VASION ISLAND FIRE AND RESCUE ASSOCIATION BUILDING</p>	<p>DATE: 01-31</p> <p>DATE: 10/21/13</p> <p>SCALE: 1" = 30'-0"</p>	<p>PROJECT NO: N/A</p> <p>PROJECT SHEET: ALL</p>
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