**AGREEMENT**

**OFF SITE ACCESSORY PARKING**

**THIS AGREEMENT** is made this date between Party A and Party B to satisfy the requirements of Section 23.54.025 of the Land Use Code of the City of Seattle (Seattle Municipal Code, Title 23) relating to off-site accessory parking:

 WHEREAS, Party A, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[printed name]*, is the owner of the property depicted and legally described in attached Exhibit “A”: (The “Accessory Parking Site,” showing the layout of the parking area and identifying the spaces designated as off-site accessory parking) located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (street address)

WHEREAS, Party B, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[printed name]*, is the owner or tenant of the subject property legally described in attached Exhibit “B” (the “Principal Building Site”), located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (street address)

 WHEREAS, Under Seattle’s Land Use Code, \_\_\_\_\_ *[insert number]* parking spaces are required for a use or development on the Principal Building Site.

WHEREAS \_\_\_\_\_ *[insert number]* parking spaces are required in excess of the parking available on the Principal Building Site.

 WHEREAS, Seattle Municipal Code Section 23.54.025 provides as follows:

 When parking is provided on a lot other than the lot of the use to which it is accessory, the

 following conditions shall apply:

1. The owner of the parking spaces is responsible for notifying the Director if the use of the Accessory Parking Site for parking under this agreement should cease. In this event, the principal use on the Principal Building Site must be discontinued, other parking meeting the requirements of the Code must be provided within 30 days, or a variance must be applied for within 14 days and subsequently granted.
2. This AGREEMENT between the owner or operator of the principal use and the owner of the parking spaces stating the responsibilities of the parties shall be executed. This AGREEMENT and accompanying legal descriptions of the Principal Building Site and the Accessory Parking Site upon which the spaces are to be located shall be recorded with the King County Department of Records and Elections, and a copy with recording number and parking layouts shall be submitted as part of any permit application for development requiring the parking.

 NOW, THEREFORE, Party A and Party B agree as follows:

1. Party A agrees that \_\_\_\_ *[insert number]* legally established parking spaces on the Accessory Parking Site may be used to provide off-street parking spaces required for the use or development on the Principal Building Site.
2. Party A agrees that the legally established parking spaces of the Accessory Parking Site leased to Party B shall be diverted or converted to no use other than off-street parking accessory to the Principal Building Site, during the term of the lease thereof, as long as the principal building or use to which the parking is accessory shall continue to exist.
3. Party B agrees that upon termination of the lease of the parking on the Accessory Parking Site, other off-street parking spaces will be provided to replace the required spaces of the Accessory Parking Site, or the use on the Principal Building Site which requires such spaces will be terminated unless a variance is obtained.
4. Party A and Party B agree to notify the Director of the Department of Construction and Inspections immediately if the lease of the Accessory Parking Site is to be terminated for any reason, or if the Accessory Parking Site is to be diverted or converted to any use other than off-street parking accessory to the Principal Building Site.
5. Party B agrees that if the Accessory Parking Site is to be diverted or converted to any use other than off-street parking, he/she will immediately notify the Director of the Department of Construction and Inspections of his/her intention to provide other parking, seek a variance, or terminate the use; and that he/she will obtain all necessary permits to establish required parking in a timely manner if he/she intends to continue the use.

I HEREBY CERTIFY THE INFORMATION ABOVE AND IN THE ATTACHED EXHIBITS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Party A - Owner of Accessory Parking Site

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Party B - Owner or Occupant of

Principal Building Site

STATE OF WASHINGTON )

 )ss.

COUNTY OF KING )

 On this day personally appeared before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC in and for the State of Washington

 Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

ADDRESS (Accessory Parking Site)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL DESCRIPTION:

IMAGE OF ACCESSORY PARKING SITE SHOWING OFF-SITE PARKING SPACES:

EXHIBIT B

ADDRESS (Principal Building Site)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL DESCRIPTION: