



City of
Bellevue

September 5, 2014

Post Office Box 90012 • Bellevue, Washington • 98009 9012

King County
Attn: Denise Hauck, ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, WA 98104-2337

Re: CIP Project: PW-R-146; Northup Way Corridor Improvements
Site Address: RR Corridor
City Parcel #: 6611; K.C. Assessors #212505-9020

Dear Ms. Hauck:

As you are already aware, the City of Bellevue plans to improve Northup Way between NE 24th Street and 108th Avenue NE. We anticipate utility relocation to begin late Fall of 2014 and our construction to start first quarter of 2015. This project will build bike lanes and sidewalk on both sides of Northup Way between NE 33rd St and NE 24th Street and complete gaps in the bicycle system along NE 24th Street between Northup Way and the existing 520 regional trail. Other features include a pedestrian and bicycle bridge over the old railway corridor, planter strips, street lighting, and pedestrian crossings at key locations. The goal of these improvements is to improve pedestrian safety by improving visibility, installing ADA compliant ramps, upgrading pedestrian signals at signalized intersections, upgrading lighting, and relocating/realigning existing crosswalks.

Most of the work will be done within the City's existing right-of-way, but some locations do require miscellaneous permanent and temporary easements and at this time, we are involved in negotiations for the acquisition of the property rights necessary to build this project. In specific relation to your property listed above, the City needs to acquire the following property rights and is prepared to offer the following compensation, in cash, for these rights:

Bridge Easement:

- | | |
|-----------------------------------------------------|----------------------|
| • Aerial
(3,753 s.f. x \$1.75/s.f.) | \$6,568.00 (rounded) |
| • Pedestrian Bridge Pile
(40 s.f. x \$3.50/s.f.) | \$140.00 |
| • Bridge Foundation
(1,792 s.f. x \$3.50/s.f.) | \$6,272.00 |

Temporary Construction Easement (12 Month) (6,798 s.f. x \$35.00 x 8% diminution)	<u>\$19,030.00</u> (rounded)
--------------------------------------------------------------------------------------	------------------------------

Total Compensation	\$32,010.00
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The above offer is based on the fair market value of the property involved, as determined through an in house appraisal, reviewed by an independent appraisal firm. If you should decide to have our offer independently evaluated, the City will reimburse up to \$750.00 of the total evaluation costs, provided that you submit statements or paid receipts for such work. A portion of the appraisal pertaining to your property is enclosed for you.

We are working towards beginning construction first quarter of 2015 and must acquire all of the necessary property rights now so that the remaining planning for the project can progress smoothly. Please take a moment to review the enclosed plan sheet and read through the documents. If the offer is agreeable to you, please sign this letter in the signature block at the bottom, the easements in the presence of a Notary Public, the W-9 tax form, and return them in the enclosed postage-paid envelope. Normal processing of payment takes approximately 4 weeks from the time the documents are signed and returned. If you choose to donate these property rights, rather than receive compensation, you may do so by checking the appropriate line at the end of this letter.

I also need to mention that the City will use its right to acquire the needed property for public use through condemnation (Eminent Domain) if negotiations fail to produce a mutually acceptable settlement. However, all possible efforts will be made to acquire the property through negotiation.

If possible, I would appreciate hearing from you as to whether this offer needs to go to King County Council for approval and the timing for that. If you need to discuss the easements, please contact Steve Costa, project manager, at 425-452-2845 or scosta@bellevuewa.gov. If you have questions regarding the documents please contact me at 425-452-5203 or pebert@bellevuewa.gov. If we need to meet please contact me at your earliest convenience and we will get that set up.

Sincerely,



Patti M. Ebert
Sr. Real Property Agent
City of Bellevue

Enclosures
Cc: Joyce Nichols

ACCEPTED AND AGREED

_____ I am pleased to donate the property rights necessary for this project.

_____ I request compensation for these property rights as outlined above.

**Parcel Number 212505-9020
116th Ave NE**

Table A18. Parcel Summary of Conclusions

116th Ave NE		Before	After	Difference		
Land Area (ft ²)		147,300	147,300		Parcel: 6611	
Value (\$/ft ²)		<u>\$35.00</u>	<u>\$34.78</u>		Name: KC Parks	
Total		\$5,155,500	\$5,123,490	<u>\$32,010</u>	APN: 212505-9020	
					Zoning: GC	

Fee Take:	Area	Unit Value	Value	
ROW acquisition (land)	- ft ²	\$0.00	\$0	
Site Improvements	- ft ²	\$0.00	\$0	

Permanent Easements:				
Aerial Easement	3,753 ft ²	\$1.75	\$6,568	
Bridge Pile Easement	40 ft ²	\$3.50	\$140	
Bridge Foundation Easement	1,792 ft ²	\$3.50	\$6,272	
Total—Permanent Easements	5,585			\$12,980

Temporary Easements:				
	Area (ft²)	Value (\$/ft²)	Value	Rent/Mth
Construction Easement	6,798	\$35.00	\$237,930	0.667%
12 Mths				\$1,586
JUST COMPENSATION				<u>\$19,030</u>
				<u>\$32,010</u>

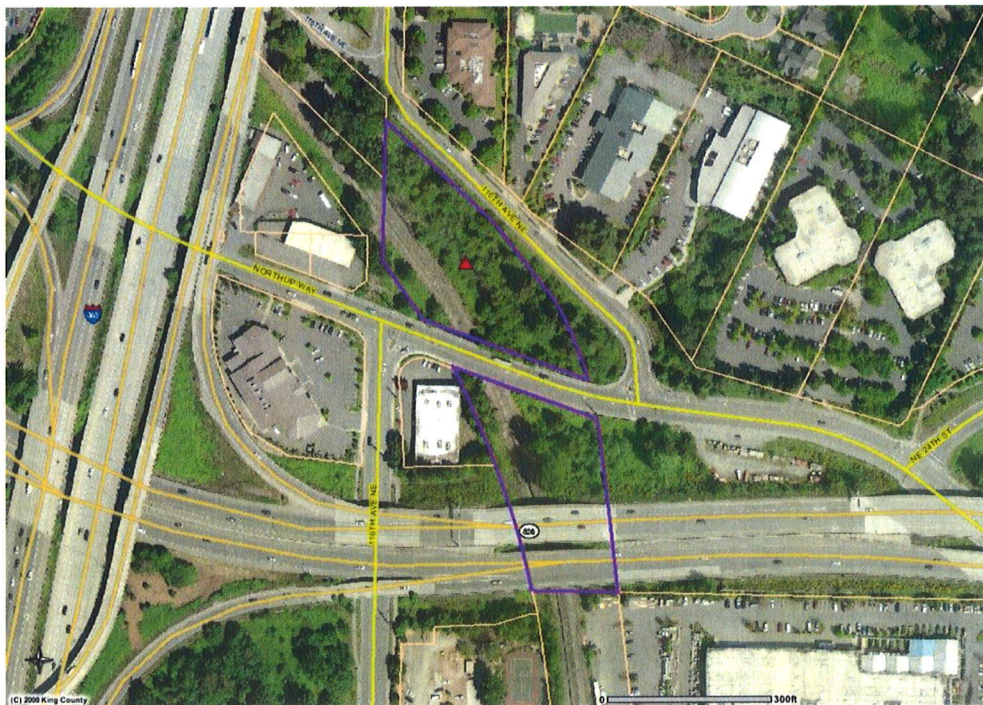


Figure A18. Parcel 212505-9020 aerial/map

Discuss Before Condition

This irregular-shaped parcel is zoned general commercial with 147,300 ft² of land area. This parcel is currently owned by King County, bisected by Northup Way, and part of the former Burlington Northern Railroad right-of-way. The site is unimproved and well below the grade of the surrounding streets. Because of topography, the parcel is valued at the low end of the GC value range, or \$35.00/sq. ft.

Describe Permanent Easement Acquisitions

The existing sidewalk will be continued and elevated over the parcel along Northup Way. In order to construct and maintain the elevated walkway, an aerial easement of 3,753 sq. ft., a bridge piling easement covering 40 square feet, and a bridge foundation covering 1,792 square feet for the project.

Discuss Damages

A 6,798 ft² temporary construction easement will be needed for twelve months. Easement damages are determined by multiplying the blended “before” land value per square foot times the land area used for the temporary easement, times a reasonable rental rate of return. In this appraisal a rental factor of 8% a year or 0.667% a month is used to determine temporary easement damages.

Discuss After Condition

In the “after” condition, this parcel will be the same condition as in the “before” condition, except subject to the permanent easements described above for a new walkway extending along the southerly property line.

City of Bellevue
Civic Services
Attn: Patti Ebert
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

Document Title: BRIDGE EASEMENT

Grantor: King County

Grantee: City of Bellevue

Abbreviated Legal: Ptn. NW ¼, Sec. 33; Twsp: 25; Rng: 05

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: Ptn. Of 332505-9029 (former Railroad Right-of-Way)

IN THE MATTER OF: CIP PW-R-146; Northup Way Corridor Improvements,
City Parcel 6611

1. Pursuant to the City of Bellevue's exercise of its power of eminent domain as authorized by Bellevue City Ordinance No. 6160, and in consideration of the just compensation paid, GRANTOR, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the public good and other valuable consideration, hereby grants to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, an easement (the "Easement") to use and occupy that portion of the real property identified as King County Tax Parcel No. 332505-9029, (the "Property"), legally described on the attached Exhibits A-D (the "Easement Area"), which Exhibits are incorporated here by this reference. The Easement Area consists of a 3,753 square foot aerial easement, 40 square foot bridge pile easement and 1,792 square foot foundation easement and contains a total of 5,585 square feet, more or less.

2. The Grantor will construct improvements adjacent to Northup Way, consisting of an elevated bridge structure upon, over, along and across a portion of the Property for pedestrian, utility and franchise utility purposes.

3. Grantor makes no representations or warranties, express or implied, concerning the condition of the Easement Area or its suitability for the Grantee's intended use. Grantee acknowledges that Grantee (a) accepts the Easement Area in "AS-IS" condition, with all faults, (b) has been given the opportunity to fully inspect the Easement Area, and (c) assumes responsibility for and risks of all defects and conditions of the Easement Area that may affect Grantee's construction and use of the Easement Area.

4. Without limiting Paragraph 2 above, Grantee acknowledges that the real property described in Exhibit A attached hereto has been "railbanked" under the National Trails System Act, 16 U.S.C. 1247(d) and 49. C.F.R. §1152.29, and is subject to reactivation of interstate

CIP-PW-R-146; COB Parcel 6611

Page 1 of 3

freight rail service.

5. Other than with respect to Grantor's costs and expenses of any kind incurred as a result of the potential reactivation of interstate freight rail service, Grantee will defend, indemnify, and hold harmless Grantor, and its successors and assigns, from all claims, actions, administrative proceedings, costs, damages, demands, or expenses of any nature whatsoever (collectively, "Claims") arising out of or in connection with Grantee's Easement. Grantee will defend, with counsel of its sole reasonable choice, Grantor and its successors and assigns, in any litigation arising out of or in connection with grantee's acts or omissions in connection with Grantee's exercise of its rights under this Easement. Provided, that if such Claims are caused by or result from the concurrent negligence of (a) Grantor or its agents, successors, or assigns and (b) Grantee, or its agents, successors, or assigns, and such concurrent negligence involves those actions covered by RCW 4.24.115, then this Paragraph 4 shall be valid and enforceable only to the extent of the negligence of Grantee, or its agents, successors, or assigns. Grantee's obligation to defend, indemnify, and hold harmless under this Paragraph 4 shall not include any Claims which may be caused by the sole negligence of Grantor or its agents, successors, or assigns.

6. Upon the completion of construction of the Project, Grantee or its agents shall restore the Easement Area as closely as reasonably possible to its original grade, condition and utility.

Dated this _____ day of _____, 2014.

GRANTOR:

King County, a political subdivision of the State of Washington

By: _____

Title: _____

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____

Nora Johnson
Civic Services Director

By: _____

Jerome Roache
Acting Deputy City Attorney

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ signed this instrument and, on oath, stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2014.

(SEAL)

Notary Public in and for the State of Washington
My appointment expires

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ signed this instrument and, on oath, stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2014.

(SEAL)

Notary Public in and for the State of Washington
My appointment expires

Exhibit A

Parcel 6611

Aerial Easement

RR Corridor

Tax Parcel Number: 212505-9020

That portion of the Burlington Northern Railway right-of-way recorded under Recording No. 68284, records of King County Washington in the Southwest Quarter of the Southwest Quarter of Section 21, Township 25 North, Range 5 East, W.M. further described as follows:

Beginning at the Southwest corner of said Section 21;

Thence N01°23'12"E along the West line of said Section a distance of 485.35 feet to the intersection of the alignment centerline of Northup Way being Point "A";

Thence S69°58'51"E along said centerline a distance of 70.82 feet;

Thence N20°01'09"E a distance of 30.00 feet to a point on the Northerly Right of Way of Northup Way and the True Point of Beginning;

Thence S69°58'51"E along said Northerly Right of Way a distance of 237.21 feet;

Thence N20°01'09"E a distance of 21.42 feet;

Thence N69°58'51"W parallel with said Northerly Right of Way a distance of 244.99 feet;

Thence N20°01'09"E a distance of 9.23 feet to a point on the Westerly boundary of said Burlington Northern Railway right-of-way being a point on a curve the center of which bears S58°20'16"W a distance of 1664.47 feet;

Thence Southeasterly along said curve an arc distance of 9.94 feet to the True Point of Beginning.

Containing 3,753 square feet.

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Exhibit A

Parcel 6611

Pedestrian Bridge Pile Easement

RR Corridor

Tax Parcel Number: 212505-9020

That portion of the Burlington Northern Railway right-of-way recorded under Recording No. 68284, records of King County Washington in the Southwest Quarter of the Southwest Quarter of Section 21, Township 25 North, Range 5 East, W.M. further described as follows:

Beginning at the Southwest corner of said Section 21;

Thence N01°23'12"E along the West line of said Section a distance of 485.35 feet to the intersection of the alignment centerline of Northup Way being Point "A";

Thence S69°58'51"E along said centerline a distance of 72.07 feet;

Thence N20°01'09"E a distance of 39.42 feet to the center of a circle and the True Point of Beginning;

Thence a circle around said point having a radius of 2.50 feet for said pile;

Containing an area of 20 square feet.

Together with that portion described as follows:

Beginning at the above described Point "A";

Thence S69°58'51"E along said centerline a distance of 172.06 feet;

Thence N20°01'09"E a distance of 39.42 feet to the center of a circle and the True Point of Beginning;

Thence a circle around said point having a radius of 2.50 feet for said pile;

Containing an area of 20 square feet.

Combined for a total of 40 square feet;

Exhibit A

Parcel 6611

Pedestrian Bridge Foundation Easement

RR Corridor

Tax Parcel Number: 212505-9020

That portion of the Burlington Northern Railway right-of-way recorded under Recording No. 68284, records of King County Washington in the Southwest Quarter of the Southwest Quarter of Section 21, Township 25 North, Range 5 East, W.M. further described as follows:

Beginning at the Southwest corner of said Section 21;

Thence N01°23'12"E along the West line of said Section a distance of 485.35 feet to the intersection of the alignment centerline of Northup Way being Point "A";

Thence S69°58'51"E along said centerline a distance of 43.47 feet;

Thence N20°01'09"E a distance of 51.42 feet to the Westerly boundary of said Burlington Northern Railway right-of-way and the True Point of Beginning;

Thence S69°58'51"E a distance of 19.57 feet;

Thence S20°01'09"W a distance of 15.23 feet to the Westerly boundary of said Burlington Northern Railway right-of-way being a point on a curve the center of which bears S58°20'26"W a distance of 1654.12 feet;

Thence Northwesterly along said curve an arc distance of 24.80 feet to the True Point of Beginning;

Containing 148 square feet.

Together with that portion described as follows:

Beginning at the above described Point "A";

Thence S69°58'51"E along said centerline a distance of 308.03 feet;

Thence N20°01'09"E a distance of 30.00 feet to the Northerly right-of-way of Northup Way and the True Point of Beginning;

Thence continuing N20°01'09"E a distance of 21.42 feet;

Thence S69°58'51"E a distance of 14.53 feet;

Thence S24°58'51"E a distance of 6.17 feet to a point on a curve to the left the center of which bears N19°31'55"E a distance of 753.33 feet;

Thence Easterly along said curve an arc distance of 61.04 feet to a point on the Easterly boundary of said Burlington Northern Railway right-of-way being a point on a curve to the right the center of which bears S73°24'01"W a distance of 494.88 feet;

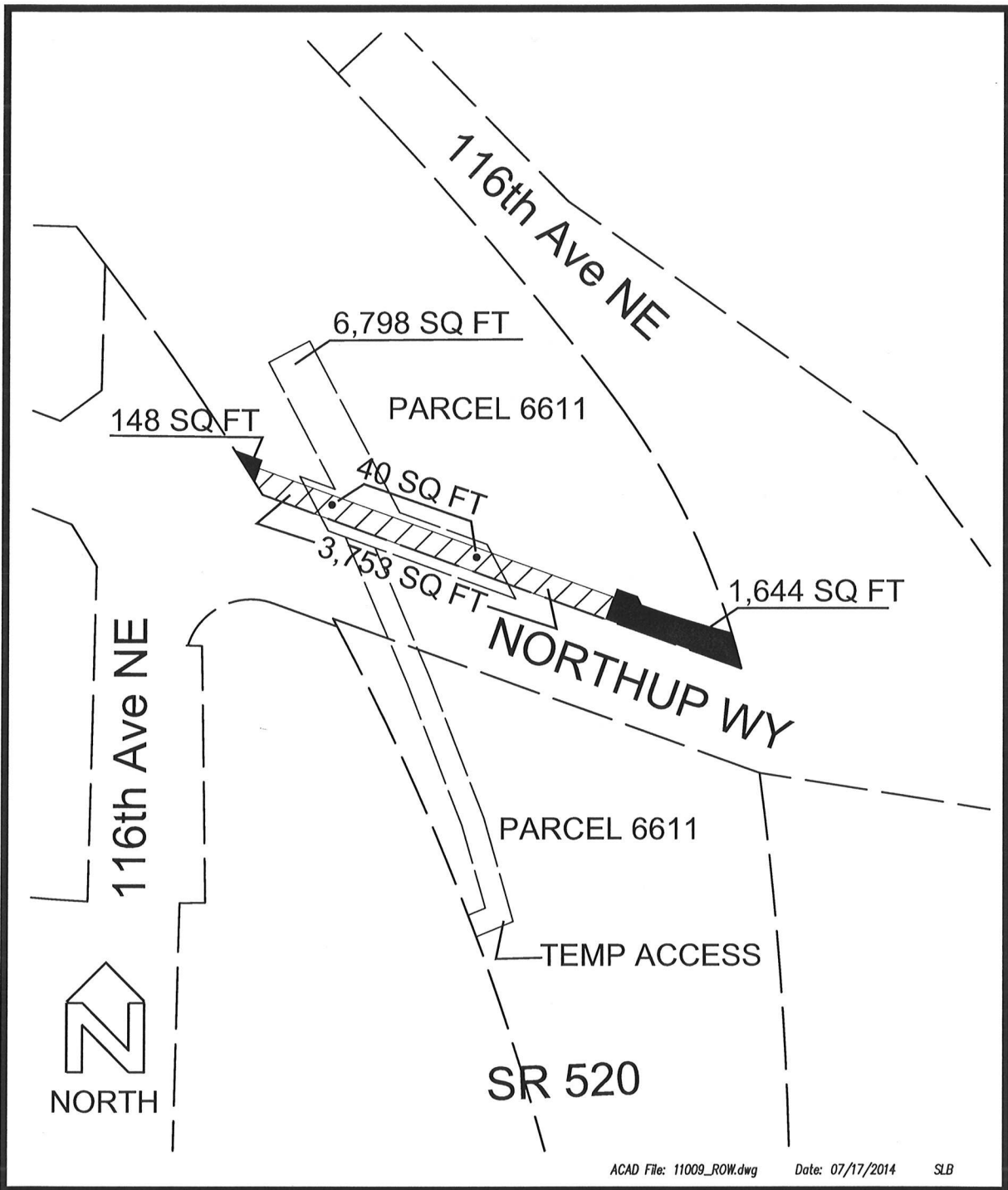
Thence Southerly along said curve and Easterly boundary an arc distance of 24.53 feet to a point on the Northerly right of way of Northup Way;

Thence N69°58'51"W along said right of way a distance of 93.97 feet to the True Point of Beginning.

Containing 1,644 square feet.

Combined for a total of 1,792 square feet.

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SLB/3-21-2014



ROW / EASEMENT EXHIBIT

NORTHUP WAY CORRIDOR

PARCEL 6611



City of
Bellevue

Civic Services Department

City of Bellevue
Civic Services
Attn: Patti Ebert
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

Document Title: TEMPORARY CONSTRUCTION EASEMENT

Grantor: King County

Grantee: City of Bellevue

Abbreviated Legal: Ptn. NW ¼, Sec. 33; Twsp: 25; Rng: 05

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: Ptn. Of 332505-9029 (former Railroad Right-of-Way)

IN THE MATTER OF: CIP PW-R-146; Northup Way Corridor Improvements,
City Parcel 6611

1, Pursuant to the City of Bellevue's exercise of its power of eminent domain as authorized by Bellevue City Ordinance No. 6160, and in consideration of the just compensation paid, GRANTOR, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the public good and other valuable consideration, hereby grants to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, a temporary easement (the "Easement") to use and occupy that portion of the real property identified as King County Tax Parcel No. 332505-9029, (the "Property"), legally described on the attached Exhibit A (the "Easement Area"), which Exhibit is incorporated here by this reference, from the date hereof until December 31, 2016, or until the completion of the construction of Northup Way Corridor Improvements (including restoration) (the "Project"), whichever is earlier, for any and all purposes incidental to the construction of the Project. The Easement Area contains a total of 6,798 square feet, more or less.

2. Grantor makes no representations or warranties, express or implied, concerning the condition of the Easement Area or its suitability for the Grantee's intended use. Grantee acknowledges that Grantee (a) accepts the Easement Area in "AS-IS" condition, with all faults, (b) has been given the opportunity to fully inspect the Easement Area, and (c) assumes responsibility for and risks of all defects and conditions of the Easement Area that may affect Grantee's construction and use of the Easement Area.

3. Without limiting Paragraph 2 above, Grantee acknowledges that the real property described in Exhibit A attached hereto has been "railbanked" under the National Trails System Act, 16 U.S.C. 1247(d) and 49. C.F.R. §1152.29, and is subject to reactivation of interstate freight rail service.

4. Other than with respect to Grantor's costs and expenses of any kind incurred as a result of the potential reactivation of interstate freight rail service, Grantee will defend, indemnify, and hold harmless Grantor, and its successors and assigns, from all claims, actions, administrative proceedings, costs, damages, demands, or expenses of any nature whatsoever (collectively, "Claims") arising out of or in connection with Grantee's Easement. Grantee will defend, with counsel of its sole reasonable choice, Grantor and its successors and assigns, in any litigation arising out of or in connection with grantee's acts or omissions in connection with Grantee's exercise of its rights under this Easement. Provided, that if such Claims are caused by or result from the concurrent negligence of (a) Grantor or its agents, successors, or assigns and (b) Grantee, or its agents, successors, or assigns, and such concurrent negligence involves those actions covered by RCW 4.24.115, then this Paragraph 4 shall be valid and enforceable only to the extent of the negligence of Grantee, or its agents, successors, or assigns. Grantee's obligation to defend, indemnify, and hold harmless under this Paragraph 4 shall not include any Claims which may be caused by the sole negligence of Grantor or its agents, successors, or assigns.

5. Upon the completion of construction of the Project, Grantee or its agents shall restore the Easement Area as closely as reasonably possible to its original grade, condition and utility.

Dated this _____ day of _____, 2014.

GRANTOR:

King County, a political subdivision of the State of Washington

By: _____

Title: _____

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____

Nora Johnson
Civic Services Director

By: _____

Jerome Roache'
Acting Deputy City Attorney

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ signed this instrument and, on oath, stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2014.

(SEAL)

Notary Public in and for the State of Washington
My appointment expires

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ signed this instrument and, on oath, stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2014.

(SEAL)

Notary Public in and for the State of Washington
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Exhibit A

Parcel 6611

Temporary Construction Easement

RR Corridor

Tax Parcel Number: 212505-9020

That portion of the Burlington Northern Railway right-of-way recorded under Recording No. 68284, records of King County Washington in the Southwest Quarter of the Southwest Quarter of Section 21, Township 25 North, Range 5 East, W.M. further described as follows:

Beginning at the Southwest corner of said Section 21;

Thence N01°23'12"E along the West line of said Section a distance of 485.35 feet to the intersection of the alignment centerline of Northup Way being Point "A";

Thence S69°58'51"E along said centerline a distance of 143.98 feet;

Thence N27°41'33"W a distance of 33.69 feet to the True Point of Beginning;

Thence continuing N27°41'33"W a distance of 40.13 feet;

Thence S69°58'52"E a distance of 24.58 feet;

Thence N27°42'14"W a distance of 93.37 feet;

Thence N62°17'46"E a distance of 30.00 feet;

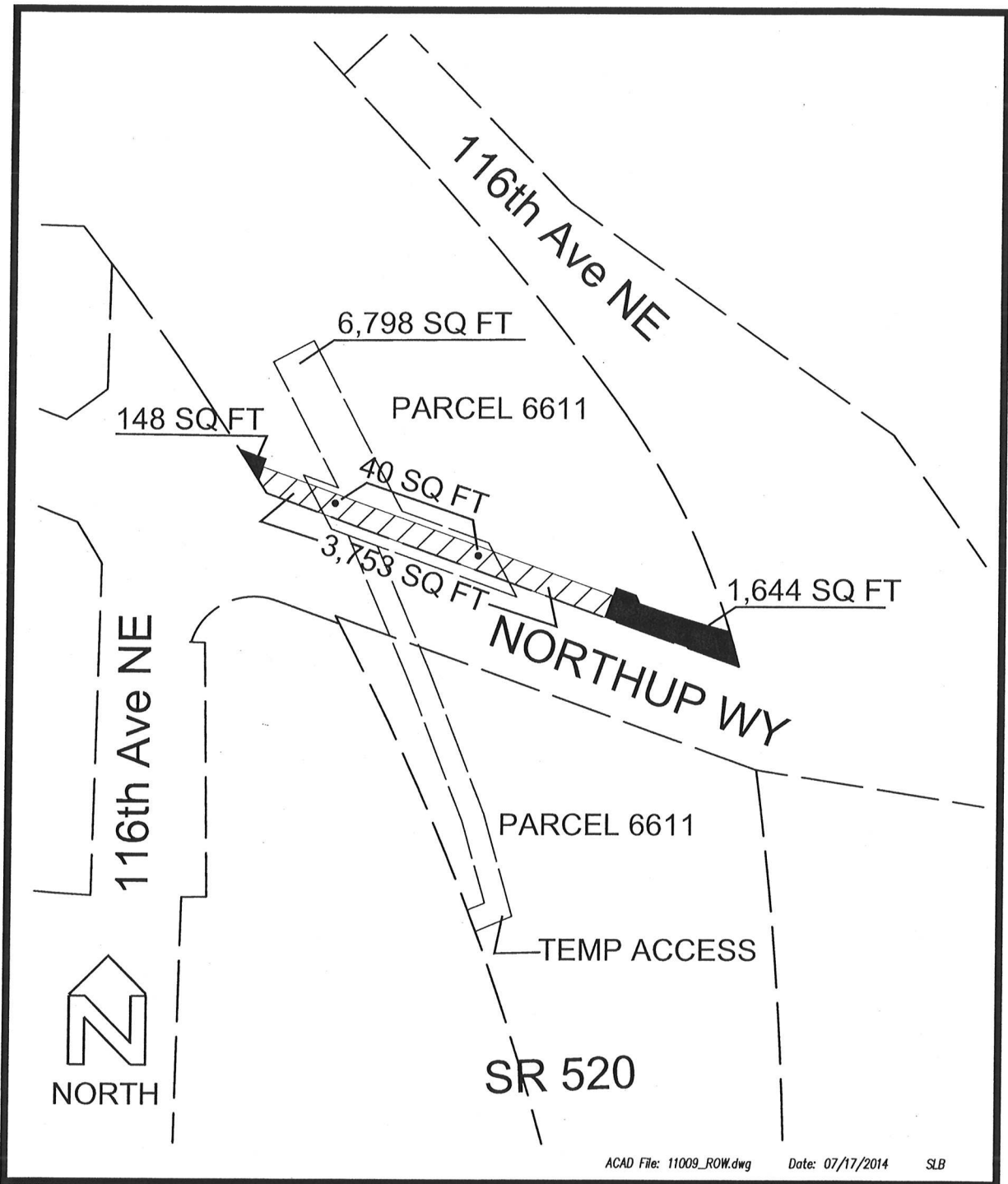
Thence S27°42'14"E a distance of 126.36 feet;

Thence S69°58'52"E a distance of 60.55 feet;

Thence S27°41'33"E a distance of 40.13 feet;

Thence N69°58'52"W a distance of 129.72 feet to the True Point of Beginning.

Containing 6,798 square feet.



ROW / EASEMENT EXHIBIT

NORTHUP WAY CORRIDOR

PARCEL 6611



City of
Bellevue

Civic Services Department