



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19663

Proposed No. 2023-0240.1

Sponsors Balducci

1 AN ORDINANCE relating to easements for public right of
2 way purposes, located at 1790 and 1975 124th Ave NE,
3 Bellevue, within council district six.

4 **STATEMENT OF FACTS:**

5 In accordance with K.C.C. 4.56.115.A., the county is authorized to grant
6 easements. Under that subsection, an easement granted by the county is
7 subject to prior approval by ordinance when the value of the easement
8 would exceed fifty thousand dollars.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 SECTION 1. The executive is authorized to grant to the city of Bellevue
11 easements for public right of way purposes, substantially in the form of Attachment A to


Ordinance 19663

- 12 this ordinance, located at 1790 and 1975 124th Ave NE, Bellevue, and to take all actions
- 13 necessary to execute and implement the easement.

Ordinance 19663 was introduced on 7/18/2023 and passed by the Metropolitan King County Council on 9/5/2023, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:



 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:


 8DE1BB375AD3422...
 Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 9/13/2023, _____.

DocuSigned by:


 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Easements

ATTACHMENT A:

EASEMENTS

When recorded return to:
City of Bellevue
FAM
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE5E, King County; Ptn
Parcel 1, Revised City of Bellevue SP No. 77-81, Rec. 7912319005, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel Number: 2825059026, 2825059227 & 2825059295

Re: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way; COB parcel nos.
6289, 7259 & 7261.

MASTER USE AGREEMENT
FOR
KING COUNTY METRO EAST BASE AND BELLEVUE BASE

TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS FOR GRANTS OF EASEMENTS.
 - 1.1 This Master Use Agreement (“Agreement”) is entered into by and among King County (the “County”), a home-rule charter county and political subdivision of the State of Washington, and the City of Bellevue, a Washington municipal corporation and code city with a council-manager form of government (the “City”). The County and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”
 - 1.2 This Agreement sets forth the general terms and conditions applicable to the easements granted by the County to the City on the County’s East Base and Bellevue Base properties described in Exhibit A hereto (collectively, the

Master Use Agreement
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“Property”). The easements subject to this Agreement on the East Base are as follows: Sidewalk, Utility and Wall Easement; Wall Maintenance Easement; Wall and Culvert Maintenance Easement; Wall Easement; Traffic Signal and Traffic Sensor Easement; and four (4) Temporary Construction Easements. The easements subject to this Agreement on Bellevue Base are as follows: Wall Maintenance Easement and two (2) Temporary Construction Easements. Each of the easements subject to this Agreement refers to and incorporates this Agreement and the easements are collectively referred to herein as the “Easement Agreements” and the areas they burden collectively are referred to herein as the “Easement Areas.”

- 1.3 The County reserves all rights to use and to regulate the Property for all lawful purposes of the County that do not conflict with the rights granted to the City under the Easement Agreements, and further reserves all rights to authorize other third-party uses of the Property to the extent that such third-party uses do not conflict with the rights granted to the City under the Easement Agreements.

2. PUBLIC USE ONLY.
 - 2.1. This Agreement and the Easement Agreements burden the Property and are appurtenant to, and for the benefit of, the real property, real property interests, and related improvements that make up the City’s road and stormwater utility systems, including but not limited to the City’s improvements as identified in the Easement Agreements.
 - 2.2. This Agreement and the Easement Agreements are made by the County under threat of condemnation pursuant to City of Bellevue Ordinance 6618 and state law, and the rights contemplated hereunder are granted solely for the benefit of the City on behalf of the general public.

3. INDEMNITY.
 - 3.1 The City shall indemnify, defend with counsel of its sole reasonable choice, and save harmless the County and its officers, agents, employees, successors, and assigns, from and against any and all liability, including any and all suits, claims, actions, administrative proceedings, losses, costs, penalties, response costs, attorneys’ fees, expert witness fees, injuries, or damages of whatsoever kind or nature (collectively, “claims”), arising out of or relating to: (i) the City’s exercise of the use rights and privileges granted under the Easement Agreements; (ii) the City’s performance of, or failure to perform, its duties and obligations under the

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Easement Agreements; or (iii) the City's negligent or intentional acts or omissions in connection with the Easement Agreements or the Property. The City's obligations under this Section include the duty to promptly accept tender of defense and to provide defense to the County at the City's own expense for any claim covered by this Section.

3.2 The indemnification in Section 3.1 is specifically and expressly intended to include, but is not limited to, all claims against the County by the City's respective employees, former employees, consultants, contractors, or subcontractors; and the City expressly waives, with respect to the County only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the County with a complete indemnity for the actions of the City's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties.

4. CONDITION OF PROPERTY; ENVIRONMENTAL MATTERS.

4.1 The City understands, acknowledges, and agrees that the County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property or the Easement Area, including without limitation all matters pertaining to Hazardous Material as defined in Section 4.2. By executing this Agreement, the City agrees that it accept the condition of the Property and the Easement Area "AS IS, WHERE IS."

4.2 For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term

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“Hazardous Material” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

- 4.3 At its own cost and expense, the City shall comply with any existing or hereafter enacted Environmental Law that affects the City’s activities in, on, or in connection with the Easement Area. The City shall be solely responsible to obtain all required permits and approvals before commencing any work in or on the Easement Area under any Easement Agreement and to make all necessary submissions to appropriate agencies charged with enforcing Environmental Law that may affect the City’s use of or activities in, on, or in connection with the Easement Area.
- 4.4 In addition to all other indemnities provided in this Agreement, the City shall defend, indemnify, and hold the County harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation all investigation, cleanup, or other remedial costs (and including attorneys’ fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) arising from either (i) the placement, release, or use by the City (or their respective officers, agents, contractors, subcontractors, or invitees) of any Hazardous Material on the Easement Area or the Property; or (ii) the migration of any such Hazardous Material placed, released, or used by the City (or their respective officers, agents, contractors, subcontractors, or invitees) from any Easement Area to other properties or the surrounding environment.
5. INSURANCE.
 - 5.1 The City is self-insured as authorized by state law. Upon request, the City will provide a letter evidencing its self-insured status.
 - 5.2 The City shall require its contractors and subcontractors of all tiers to maintain insurance as required by the City in its standard contracts and to name King County as an additional insured on any insurance policy that may apply to any work performed on any Easement Area. The County may request certificates of insurance or copies of insurance policies from any contractors and subcontractors of all tiers that perform work on any Easement Area.
6. DISPUTE RESOLUTION.

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- 6.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement so that the purposes of this Agreement are not frustrated, and before seeking to resolve disputes in a court of law or any other forum. Neither Party may seek relief in a court of law until and unless the dispute resolution process set forth in this Section 6 has been completed in good faith.
- 6.2 The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 6. The Parties' Designated Representatives shall be the persons identified in Section 7 to receive notice for the County and for the City respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.
- 6.3 If a dispute arises, then
- Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.
- Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the City's Finance and Asset Management Director and the County's Metro Transit Capital Division Director or their designees. The City's Finance and Asset Management Director and the County's Metro Transit Capital Division Director shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.
- 6.4 If the Parties cannot resolve the dispute utilizing the process in Section 6.3, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation then each participant shall pay an equal share of mediator's fees, costs and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.

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6.5. During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

7. NOTICE

7.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested.

7.2 All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to the County: Director's Office
 Capital Division
 King County Metro Transit Department
 201 S Jackson Street, Mailstop: KSC-TR-0431
 Seattle, WA 98104
 Email: TransitProperty@kingcounty.gov

With a copy to: Manager, Real Estate Services
 500 Fourth Avenue
 ADM-ES-0500
 Seattle, WA 98104

If to the City: Real Property Manager
 City of Bellevue
 450 110th Avenue NE
 Bellevue, WA 98004

With a copy to: Assistant Director Capital Program Services
 City of Bellevue
 450 110th Avenue NE
 Bellevue, WA 98004

8. OTHER TERMS AND CONDITIONS.

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- 8.1 The City may not assign or transfer this Agreement or any interest or rights contemplated herein, nor delegate its duties under this Agreement, nor shall this Agreement or any interest hereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the County, which consent may be withheld. If the County gives its consent to any assignment, delegation, or other transfer, this Section 8.1 shall nevertheless continue in full force and effect, and no further assignment, delegation, or other transfer shall be made without the County's consent.
- 8.2 The City acknowledges that the County may not, and shall not, be subject to claims or liens for labor or materials. The City shall keep all Easement Areas, the Property, and any other property of the County thereon or related thereto free of any liens for any providers of work, labor, material or services claiming by, through or under the City. The City shall indemnify, defend with counsel of its sole reasonable choice, and hold the County harmless from and against any such claims or liens, and the County's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by the City within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to the County.
- 8.3 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 8.4 The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- 8.5 The following provisions of this Agreement shall survive the relinquishment, extinguishment, termination, or expiration of this Agreement for any event occurring prior to or on the date of such relinquishment, extinguishment, termination, or expiration: Section 3, regarding indemnities; Section 4, regarding environmental matters; and Section 5, regarding insurance.
- 8.6 The captions in this Agreement are for convenience only and do not in any way

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limit or amplify the provisions of the Agreement. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, and vice versa, unless the context requires otherwise.

- 8.7 This Agreement (including the Exhibits attached hereto), together with the Easement Agreements, the Offer Letter and the Supplemental Offer Letter (copies of which letters are on file with the Parties), constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties hereto. All other agreements between the Parties regarding the subject matter of this Agreement, whether oral or written, or express or implied, are hereby terminated and no longer applicable from and after the date this Agreement is executed by the County.
- 8.8 No partnership, joint venture, or joint undertaking of the Parties shall be construed from this Agreement. This Agreement creates no right, privilege, obligation, duty, or cause of action in any person or entity not a party to it. Nothing in this Agreement shall be interpreted or applied to limit the police or governmental powers of King County or the City of Bellevue.
- 8.9 This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The Superior Court of King County, Washington shall have the exclusive jurisdiction and venue of any litigation arising out of or relating to this Agreement. Except as otherwise provided by the express terms of this Agreement, if the Parties litigate any controversy, claim, or dispute arising out of or relating to this Agreement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

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King County Metro Bellevue Base 2825059295
CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way;
COB parcel no. 7261.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel 7258

KING COUNTY TRANSIT WEST

1855 124TH Ave NE

Tax Parcel Number: 282505922702

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

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CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way;
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EXHIBIT A CONTINUED
LEGAL DESCRIPTION OF PROPERTY

Parcel 7259

KING COUNTY TRANSIT WEST

1975 124TH Ave NE

Tax Parcel Number: 282505902605

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THE EAST 75 FEET THEREOF.

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COB parcel no. 7261.

EXHIBIT A CONTINUED
LEGAL DESCRIPTION OF PROPERTY

Parcel 7261

KING COUNTY TRANSIT EAST

1790 124TH Ave NE

Tax Parcel Number: 2825059205

PARCEL 1, REVISED CITY OF BELLEVUE SHORT PLAT NO. 77-81, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NO. 7912319005, BEING A REVISION OF SHORT PLAT RECORDED UNDER RECORDING NO. 7712130634, RECORDS OF KING COUNTY, WASHINGTON.

City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TEMPORARY CONSTRUCTION EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington

Grantee: CITY OF BELLEVUE, a Washington municipal corporation

Abbreviated Legal: Ptn Sec 28, TWP 25N, RGE 5E, King County

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: 2825059227; 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, for valuable consideration for public use, does hereby grant to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, and its agents, the right, permit, license, and easement to use and occupy the hereinafter described lands in Exhibit A and depicted on Exhibits B-1, B-2 and B-5, attached hereto and by this reference, incorporated herein, for any and all purposes incidental to the construction of the aforementioned project. Said temporary construction easement contains an area of approximately 6,896 square feet.

The term of this easement shall commence on the date of signature which will begin the non-construction portion of the easement. Once project construction begins this easement shall be in effect for a period of twenty-four (24) months, or until the completion of the construction of the above-referenced project or February 28, 2025, whichever is earlier. Grantee shall have the right to extend this temporary construction easement for up to an additional twelve (12) months at the monthly rate offered by Grantee and accepted by Grantor at the time of execution of this temporary construction easement.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

It is also understood and agreed that promptly upon completion of construction of said project, Grantee or its agents, shall restore the disturbed lands to a condition as good or better than the condition existing immediately before the property was entered upon by Grantee.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

KING COUNTY

Approved as to Form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notary Acknowledgment on additional page

STATE OF WASHINGTON)
 : ss
County of _____)

On this ____ day of _____, 2023 before me personally appeared _____ to me known to be one of the duly elected, qualified and acting County Commissioners of King County, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute said instrument by resolution of the Board of County Commissioners of said County, and that the seal affixed is the official seal of said County.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

GRANTEE:

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit A

Parcels 7258 and 7259

Driveway and East Employee Parking Easement

1855 and 1975 124TH AVENUE NE
Tax Parcel Numbers: 2825059227 and 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the South Quarter Corner of said Section 28;

Thence North 00°42'17" East, along the East line of said Northwest Quarter 3378.61 feet to the Southeast corner of said Parcel;

Thence North 88°21'01" West, along the South line thereof, 75.01 feet;

Thence North 00°42'17" East 19.94 feet to the **Point of Beginning**;

Thence North 88°26'59" West 1.76 feet; Thence North 79°42'41" West 20.77 feet;

Thence South 10°17'19" West 13.00 feet; Thence North 79°42'41" West 65.69 feet;

Thence North 04°14'35" East 118.97 feet; Thence South 89°17'41" East 8.24 feet;

Thence South 35°16'26" East 80.52 feet; Thence South 83°32'38" East 1.41 feet;

Thence South 06°10'43" West 13.00 feet; Thence South 83°51'38" East 26.24 feet;

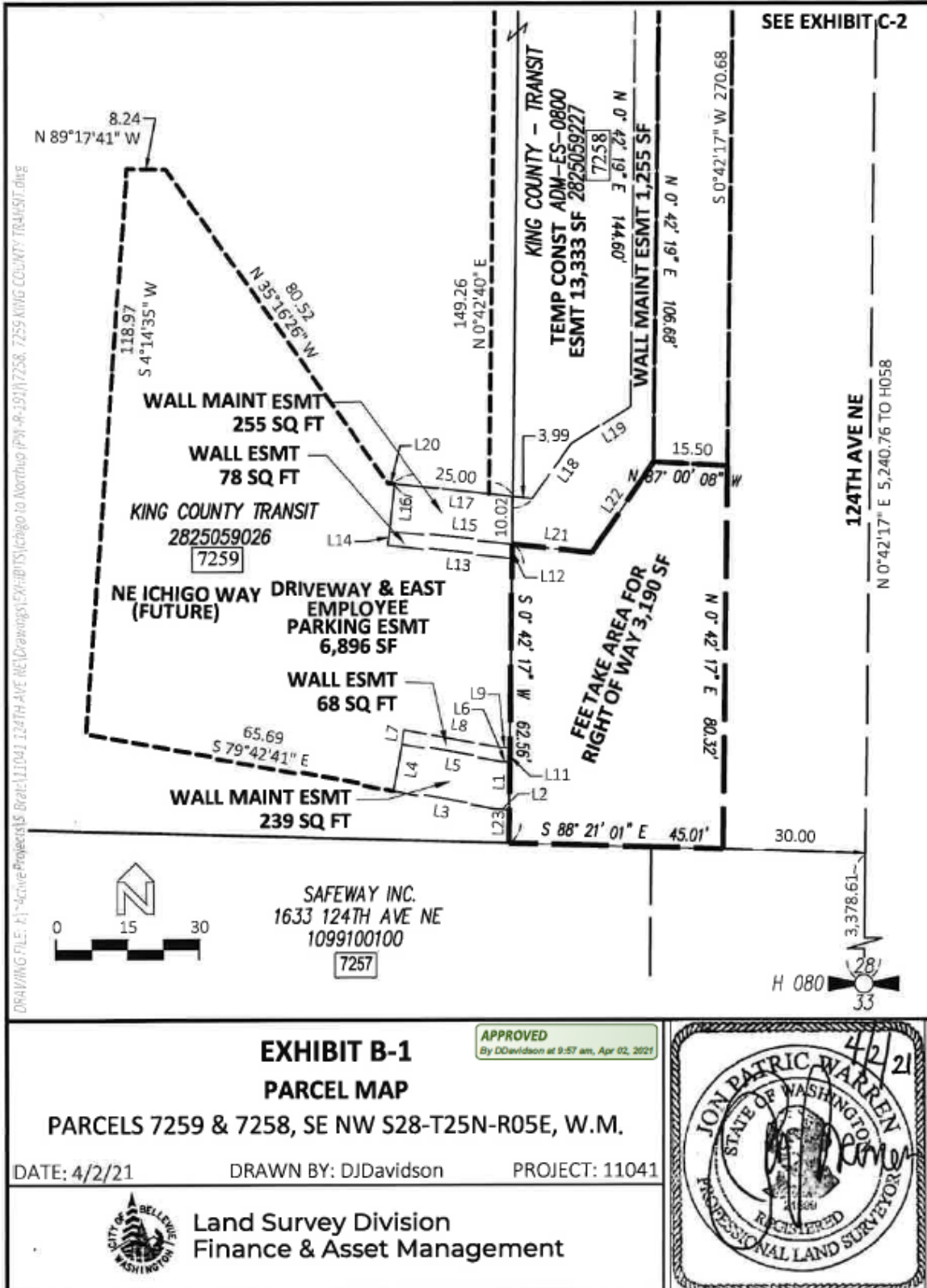
Thence South 00°42'17" West 39.61 feet to the **Point of Beginning**;

Containing 6,896 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By D.Davidson at 9:57 am, Apr 02, 2021





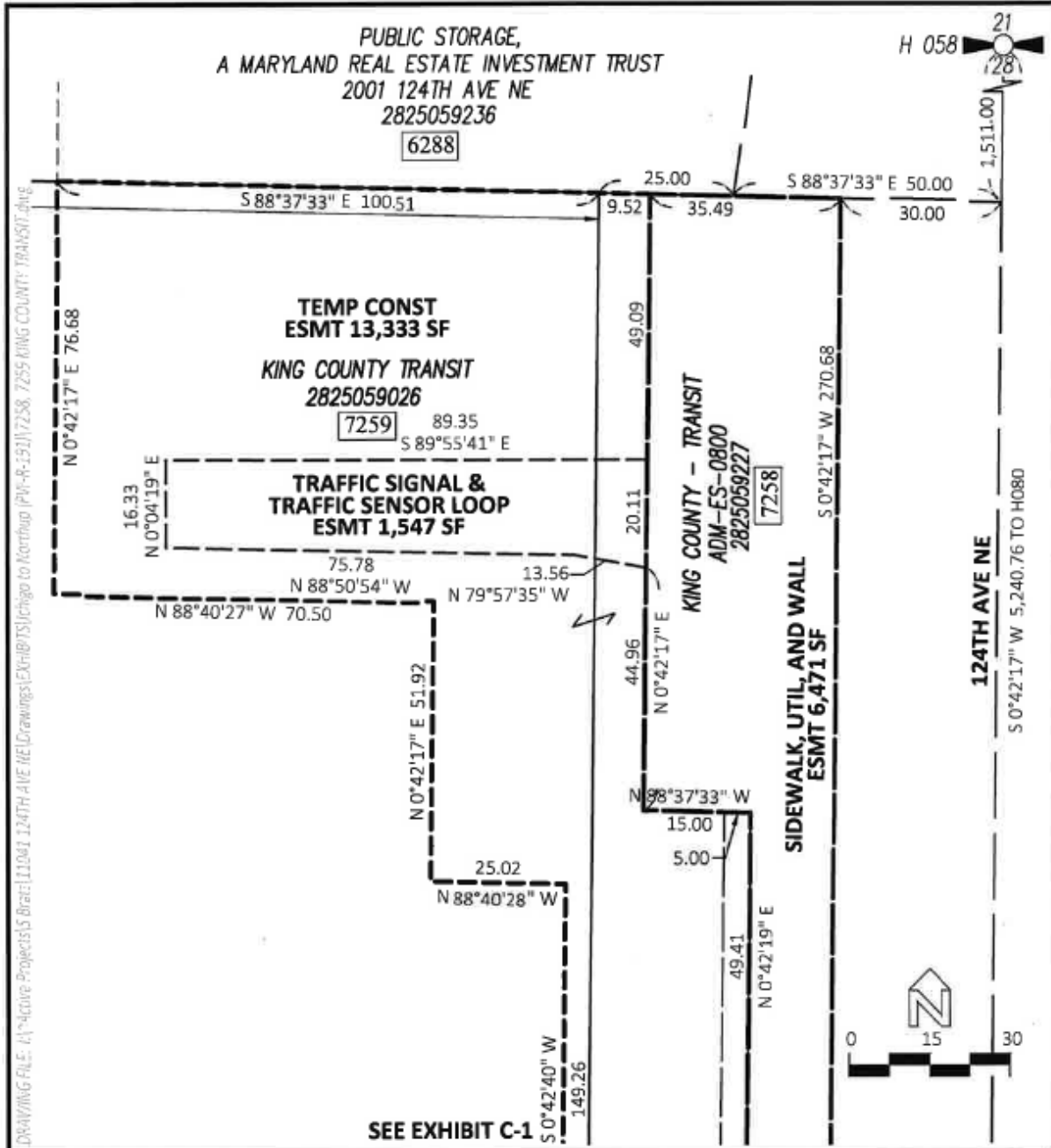


EXHIBIT B-2
PARCEL MAP
PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 4/2/21 DRAWN BY: DJDavidson PROJECT: 11041

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

 **Land Survey Division
Finance & Asset Management**



DRAWING FILE: I:\Active Projects\Braiz\11041_124TH AVE NE\Drawings\EXHIBITS\chigo to Northup (PM-A-191)\7258, 7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

EXHIBIT B-5
TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



Land Survey Division
Finance & Asset Management



City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TEMPORARY CONSTRUCTION AND MITIGATION EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington

Grantee: CITY OF BELLEVUE, a Washington municipal corporation

Abbreviated Legal: Ptn Sec 28, TWP 25N, RGE 5E, King County

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: 2825059227; 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

Temporary Construction Easement. GRANTOR, King County, a political subdivision of the State of Washington, for valuable consideration for public use, does hereby grant to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, and its agents, the right, permit, license, and easement to use and occupy the hereinafter described lands in Exhibit A (the "Easement Area") and depicted on Exhibit B-1, B-2 and B-5, attached hereto and by this reference, incorporated herein, for any and all purposes incidental to the construction of the aforementioned project including mitigation plantings described herein. Said temporary construction easement contains an area of approximately 13,333 square feet.

The term of the temporary construction easement shall commence on the date of signature which will begin the non-construction portion of the easement. Once project construction begins this easement shall be in effect for a period of twenty-four (24) months, or until the completion of the construction of the above-referenced project or February 28, 2025, whichever is earlier. Grantee shall have the right to extend this temporary construction easement for up to an additional twelve (12) months at the monthly rate offered by Grantee and accepted by Grantor at the time of execution of this temporary construction easement.

Temporary Monitoring Period. Permits for the project require mitigation plantings within the Easement Area. Grantee is required to monitor and ensure the survival of a certain percentage of the plantings after completion of the project. To meet this requirement, beginning on the completion date of construction of the project on the Property, Grantor hereby grants permission to Grantee to enter the Easement Area to perform ongoing inspection, monitoring, and maintenance of the mitigation plantings as required under the project permits. Grantee shall enter the Easement Area only during business hours. This right of entry is temporary and shall

remain in effect for a period of **five (5) years**, beginning on the completion date of construction of the project on the Property. Following the five (5) year monitoring period, this right of entry shall expire and the plantings within the Easement Area shall become the property and sole responsibility of Grantor.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

It is also understood and agreed that promptly upon completion of construction of said project, Grantee or its agents, shall restore the disturbed lands to a condition as good or better than the condition existing immediately before the property was entered upon by Grantee.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:

Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Notary Acknowledgment on additional page

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit A

Parcels 7258 and 7259

Temporary Construction Easement

1855 and 1975 124TH AVENUE NE
Tax Parcel Numbers: 2825059227 and 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the North Quarter Corner of said Section 28; Thence South 00°42'17" West, along the East line of said Northwest Quarter 1,511.00 feet to the Northeast corner of said Parcel; Thence North 88°37'33" West 65.49 feet along the North line of said Parcel to the **Point of Beginning**;

Thence continuing North 88°37'33" West along said North line 110.03 feet; Thence South 00°42'17" West 76.68 feet; Thence South 88°40'27" East 70.50 feet; Thence South 00°42'17" West 51.92 feet; Thence South 88°40'28" East 25.02 feet;

Thence South 00°42'40" West 149.26 feet; Thence South 83°48'34" East 9.02 feet;

Thence North 35°52'19" East 13.86 feet; Thence North 57°32'06" East 15.00 feet;

Thence North 00°42'19" East 144.60 feet; Thence North 88°37'33" West 15.00 feet;

Thence North 00°42'17" East 44.96 feet; Thence North 79°57'35" West 13.56 feet;

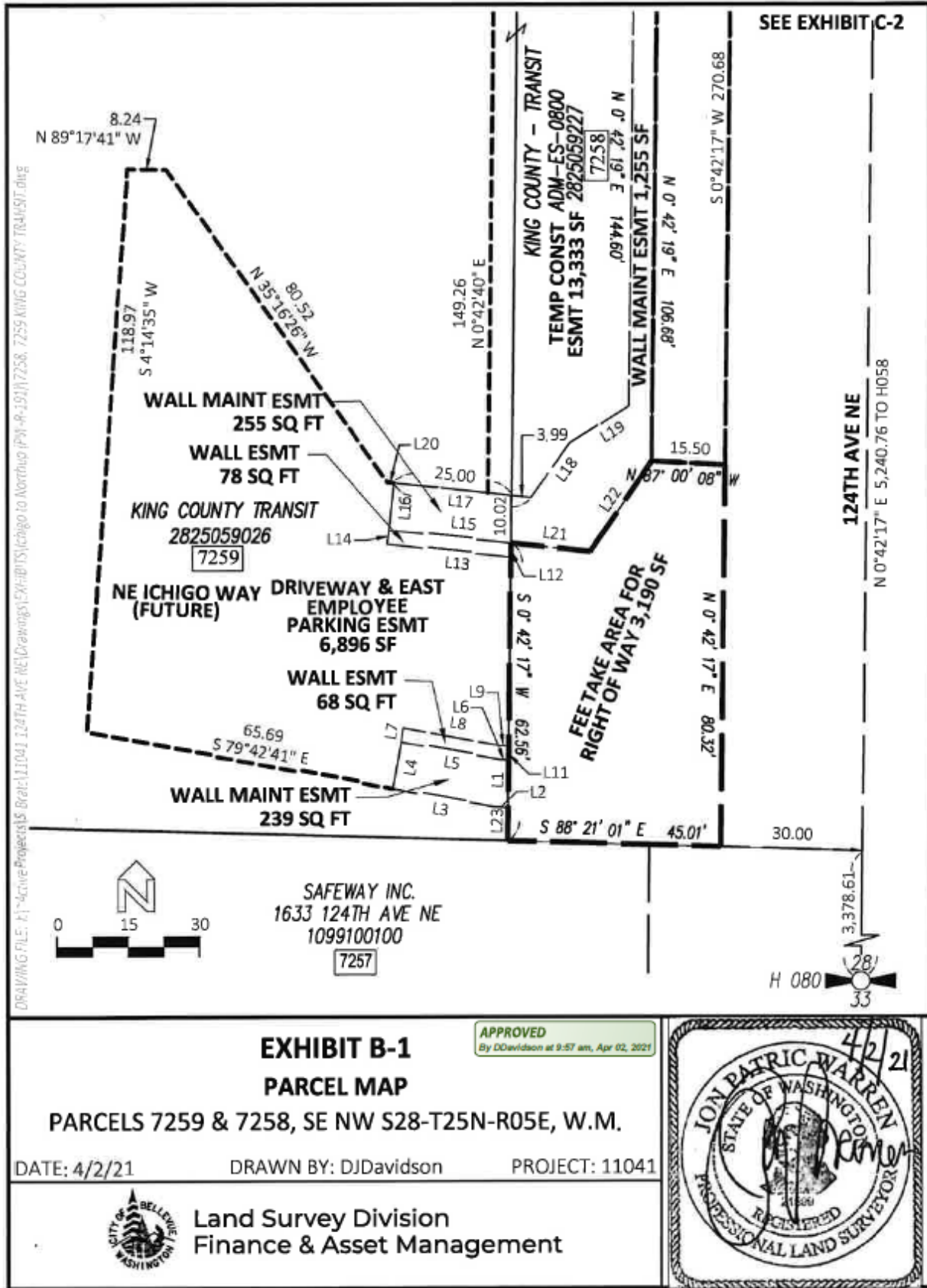
Thence North 88°50'54" West 75.78 feet; Thence North 00°04'19" East 16.33 feet;

Thence South 89°55'41" East 89.35 feet; Thence North 00°42'17" East 49.09 feet to the **Point of Beginning**;

Containing 13,333 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx APPROVED
By DDavidson at 9:57 am, Apr 02, 2021





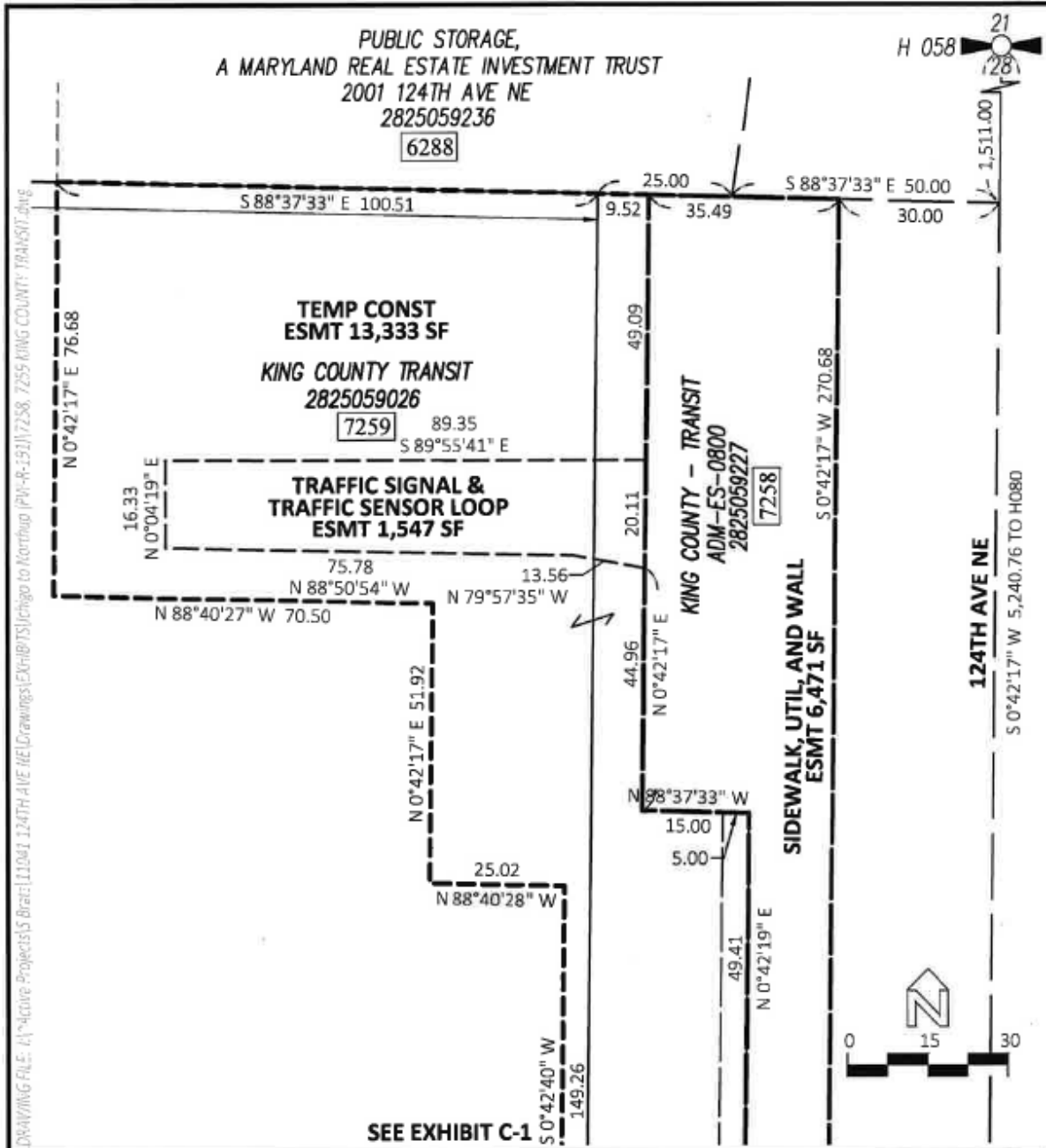


EXHIBIT B-2 APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 4/2/21 DRAWN BY: DJDavidson PROJECT: 11041

 **Land Survey Division
Finance & Asset Management**



DRAWING FILE: I:\Active Projects\Brazz\11041 124TH AVE NE\Drawings\EXHIBITS\chigo to Northup (PK-6-191)\7258, 7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

EXHIBIT B-5

TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



City of Bellevue
FAM
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

WALL AND CULVERT MAINTENANCE EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059227

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way;
COB Parcel 7258 and 7259

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibits A (the "Property"). Grantor, for and in consideration of mutual benefits for public use, does hereby grant and convey to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns and to the public, a perpetual easement and right-of-way ("Easement") over, through, under, across and upon the portion of Property, as more particularly described in Exhibit B and as depicted on Exhibits C-1, C-2 and C-5 (the "Easement Area"), attached hereto and by this reference incorporated herein. Said easement contains an area of 1,510 square feet, more or less.

Grantee shall have the right to use the Easement Area for the purpose of constructing, repairing and maintaining a wall and culvert and appurtenances thereto. This Easement is granted together with the right of access to and from the Easement Area across the Property to enable Grantee to exercise its rights under this Easement.

Grantor shall retain the right to use the Easement Area so long as said use does not interfere with the easement rights conveyed herein and so long as no permanent buildings or structures are erected on said Easement Area.

After completion of construction and installation or any subsequent entry, Grantee shall restore the Property as near as may be to its condition immediately before such construction or entry.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

This easement shall be a covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:

Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Notary Acknowledgment on additional page

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE:

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7258

KING COUNTY TRANSIT WEST

1855 124TH Ave NE

Tax Parcel Number: 282505922702

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

Exhibit "A"

Parcel 7259

KING COUNTY TRANSIT WEST

1975 124TH Ave NE

Tax Parcel Number: 282505902605

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THE EAST 75 FEET THEREOF.

Exhibit B

Parcel 7258

Wall and Culvert Maintenance Easement

1975 124TH AVENUE NE
Tax Parcel Number: 2825059227

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the North Quarter Corner of said Section 28;

Thence South 00°42'17" West, along the East line of said Northwest Quarter 1,511.00 feet to the Northeast corner of said Parcel;

Thence North 88°37'33" West, along the North line thereof, 30.00; Thence South 00°42'17" West 270.68 feet; Thence North 87°00'08" West 15.50 feet to the **Point of Beginning**;

Thence South 34°23'46" West 23.10 feet; Thence North 83°56'47" West 16.77 feet;

Thence North 83°47'59" West 25.96 feet; Thence North 06°10'42" East 10.00 feet;

Thence South 83°48'32" East 25.00 feet; Thence South 83°48'50" East 3.99 feet;

Thence North 35°52'19" East 13.86 feet; Thence North 57°32'06" East 15.00 feet;

Thence North 00°42'19" East 144.60 feet; Thence South 88°37'33" East 5.00 feet;

Thence South 00°42'19" West 156.09 feet to the **Point of Beginning**;

Containing 1,510 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By DDavidson at 9:59 am, Sep 29, 2021



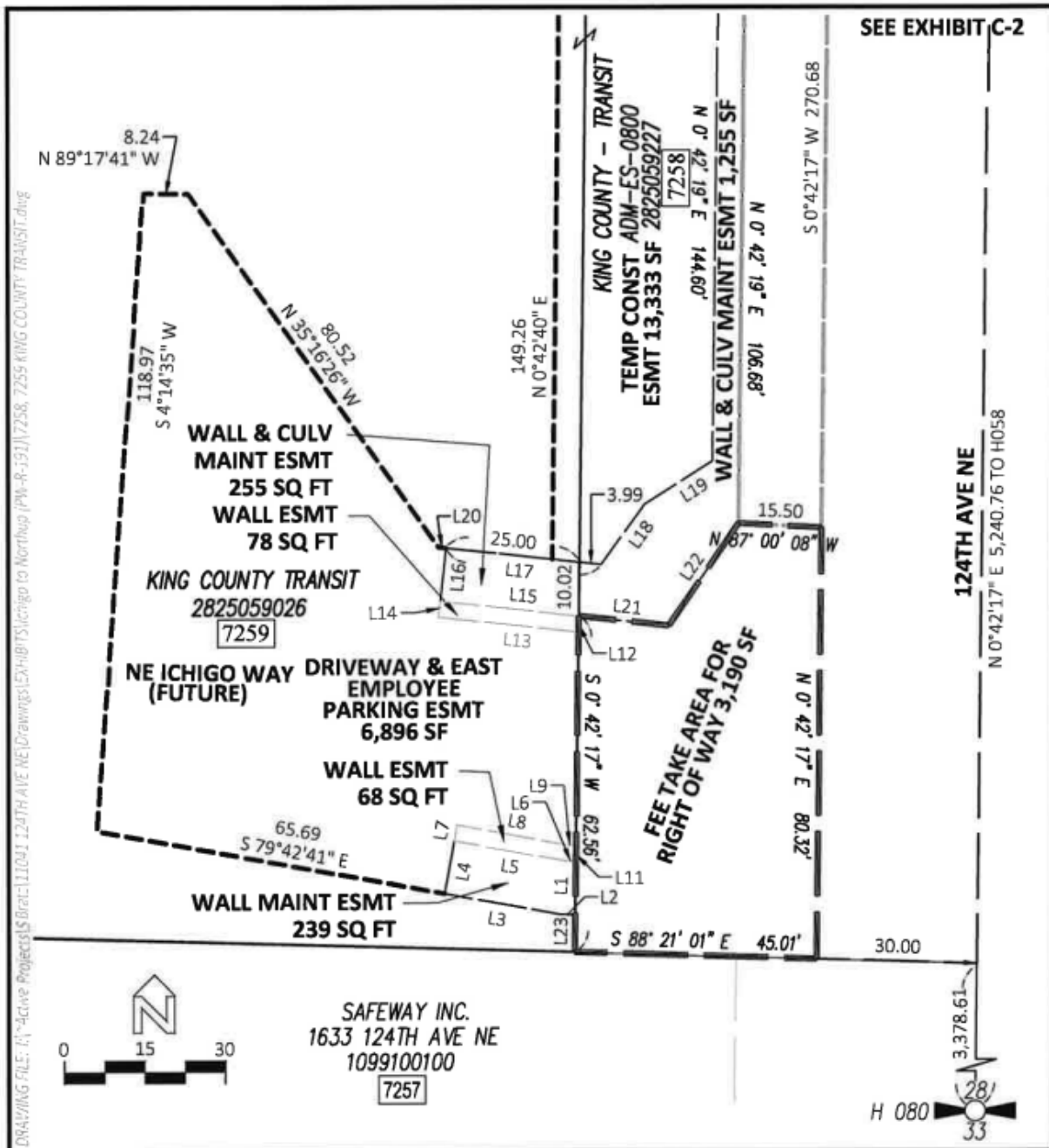


EXHIBIT C-1
PARCEL MAP

APPROVED
By DDavidson at 10:00 am, Sep 29, 2021

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21

DRAWN BY: DJDavidson

PROJECT: 11041



Land Survey Division
Finance & Asset Management



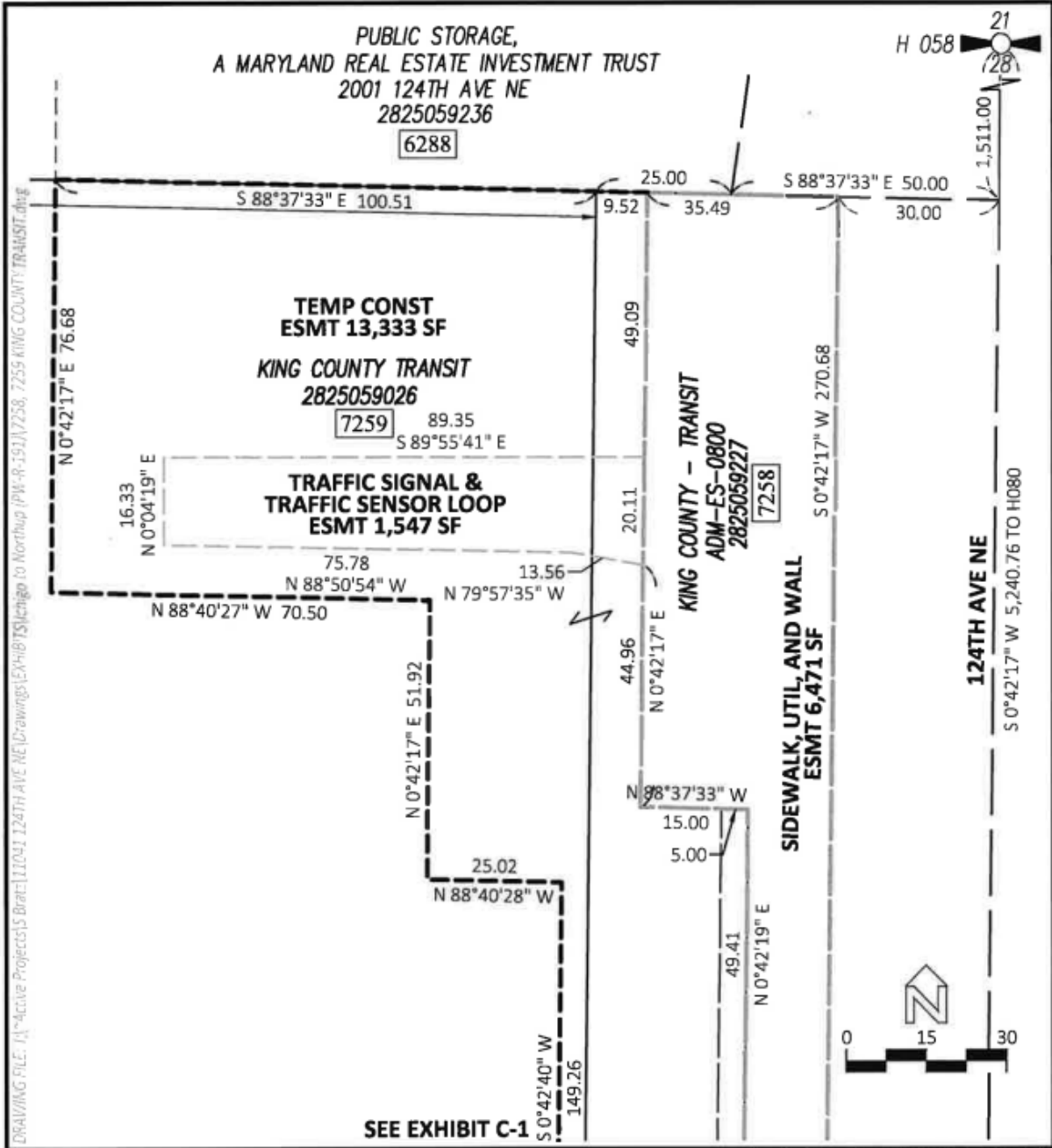


EXHIBIT C-2

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21 DRAWN BY: DJDavidson PROJECT: 11041

APPROVED
By DDavidson at 10:00 am, Sep 29, 2021



**Land Survey Division
Finance & Asset Management**



DRAWING FILE: c:\Active Projects\61041\11041\12474-AVE-NE\Drawings\EXHIBIT\STITCHING TO KORNUP (P11-R-19J)\7259_7259 KING COUNTY TRAMST.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

**EXHIBIT C-5
TABLES**

APPROVED
By DDavidson at 10:01 am, Sep 29, 2021

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21 DRAWN BY: DJDavidson PROJECT: 11041



Land Survey Division
Finance & Asset Management



City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

QUITCLAIM DEED

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059227

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor for and in consideration of mutual benefits, conveys, and quit claims to the GRANTEE, THE CITY OF BELLEVUE, a Washington municipal corporation, its interest in and to the real property described in Exhibit B and depicted on Exhibits C-1, C-2 and C-5, attached hereto and by this reference incorporated herein, situated in the County of King, State of Washington.

[Signature and acknowledgement pages follow]

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

KING COUNTY

Approved as to Form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington

My commission expires _____

Accepted and Approved:

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7258

KING COUNTY TRANSIT WEST

1855 124TH Ave NE

Tax Parcel Number: 282505922702

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

Exhibit B

Parcel 7258

Fee

1975 124TH AVENUE NE
Tax Parcel Number: 2825059227

That portion of the East 75 feet of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the South Quarter Corner of said Section 28;

Thence North 00°42'17" East, along the North-South centerline of said Section 28, a distance of 3,378.61 feet to the Southeast corner of said Parcel;

Thence North 88°21'01" West along the South line thereof 30.00 feet to the **Point of Beginning**;

Thence continuing North 88°21'01" West along the South line of said Parcel 45.01 feet to the west line thereof;

Thence North 00°42'17" East along said West line 62.56 feet;

Thence South 83°51'08" East 16.78 feet; Thence North 34°23'46" East 23.10 feet;

Thence South 87°00'08" East 15.50 feet to the West line of the East 30.0 feet of said Parcel;

Thence South 00°42'17" West along said West line 80.32 feet to the **Point of Beginning**;

Containing 3,190 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED

By Jon Warren at 3:31 pm, Apr 02, 2021



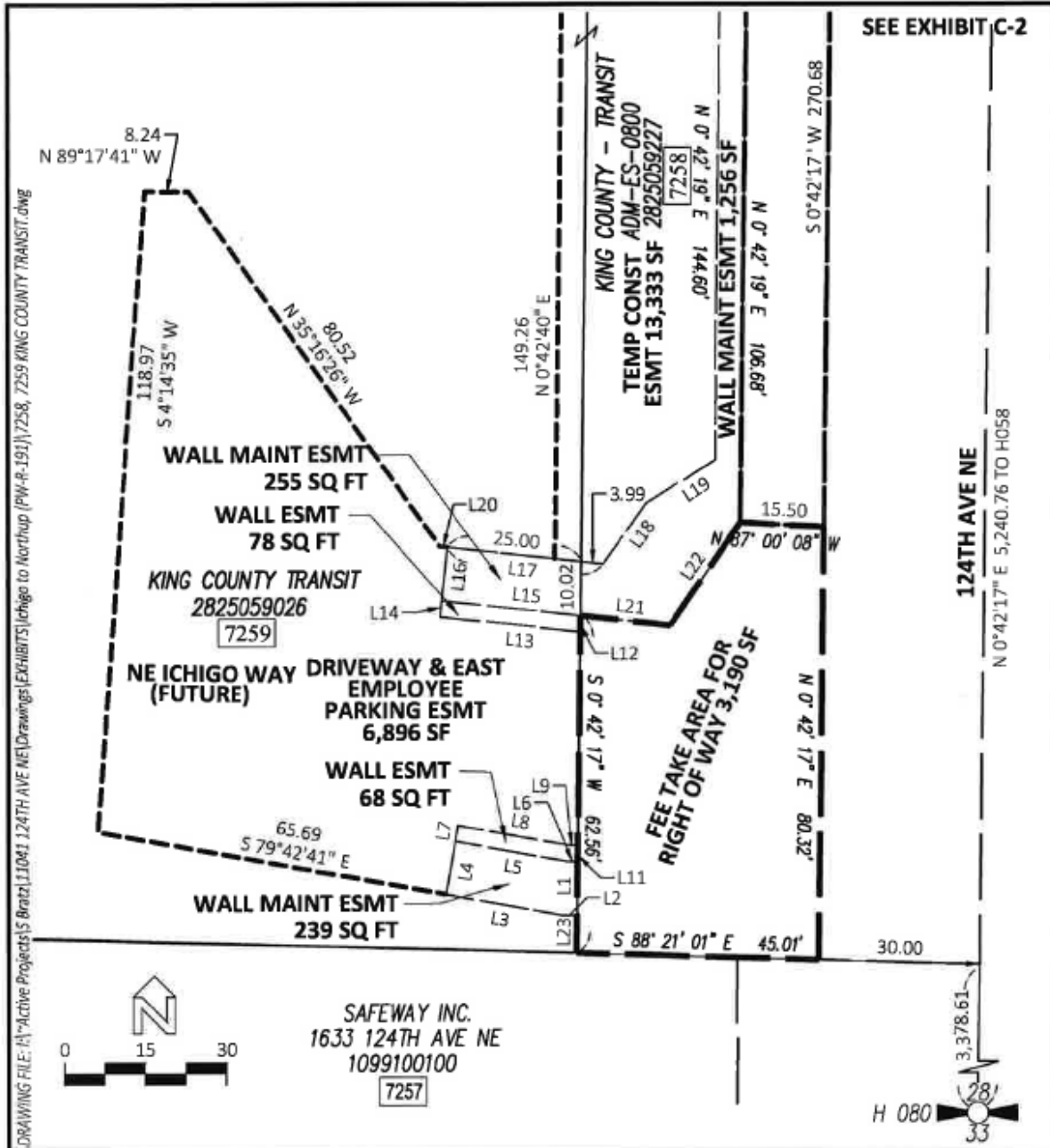


EXHIBIT C-1

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041

APPROVED
By Jon Warren at 3:34 pm, Apr 02, 2021



Land Survey Division
Finance & Asset Management



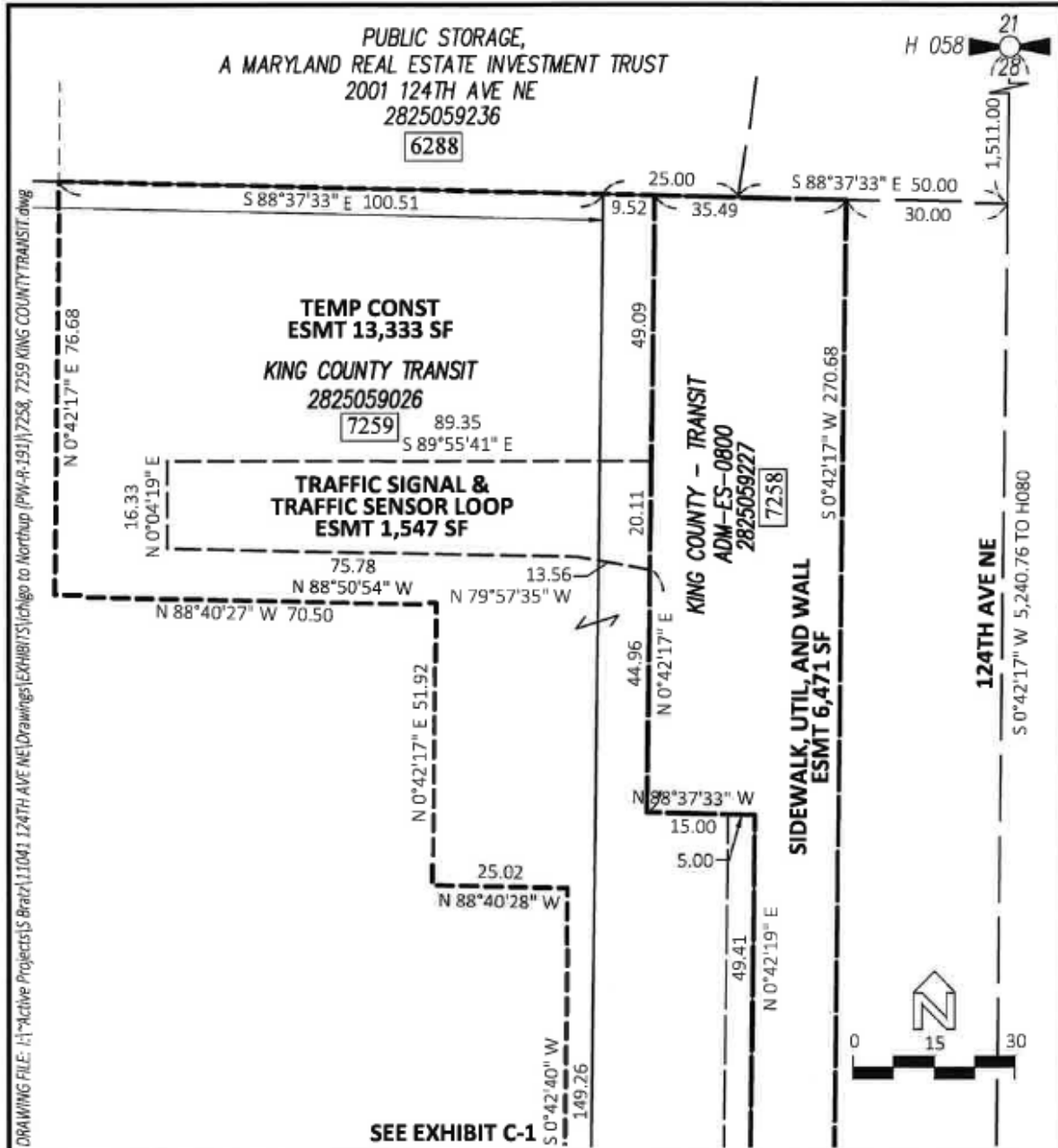


EXHIBIT C-2 APPROVED
 By Jon Warren at 3:35 pm, Apr 02, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041

 **Land Survey Division
Finance & Asset Management**



DRAWING FILE: I:\Active Projects\Braiz\11041_124TH_AVE_NE\Drawings\EXHIBITS\chigo to Northup (PW-R-191)\7258_7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

EXHIBIT C-5

APPROVED
By Jon Warren at 3:35 pm, Apr 02, 2021

TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

QUITCLAIM DEED

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059227

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor for and in consideration of mutual benefits, conveys, and quit claims to the GRANTEE, THE CITY OF BELLEVUE, a Washington municipal corporation, its interest in and to, for right of way purposes, the real property described in Exhibit B and depicted on Exhibits C-1, C-2 and C-5, attached hereto and by this reference incorporated herein, situated in the County of King, State of Washington.

[Signature and acknowledgement pages follow]

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement follows on next page]

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7258

KING COUNTY TRANSIT WEST

1855 124TH Ave NE

Tax Parcel Number: 282505922702

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

Exhibit B

Parcel 7258

Fee

1975 124TH AVENUE NE
Tax Parcel Number: 2825059227

That portion of the East 75 feet of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the South Quarter Corner of said Section 28;

Thence North 00°42'17" East, along the North-South centerline of said Section 28, a distance of 3,378.61 feet to the Southeast corner of said Parcel;

Thence North 88°21'01" West along the South line thereof 30.00 feet to the **Point of Beginning;**

Thence continuing North 88°21'01" West along the South line of said Parcel 45.01 feet to the west line thereof;

Thence North 00°42'17" East along said West line 62.56 feet;

Thence South 83°51'08" East 16.78 feet; Thence North 34°23'46" East 23.10 feet;

Thence South 87°00'08" East 15.50 feet to the West line of the East 30.0 feet of said Parcel;

Thence South 00°42'17" West along said West line 80.32 feet to the **Point of Beginning;**

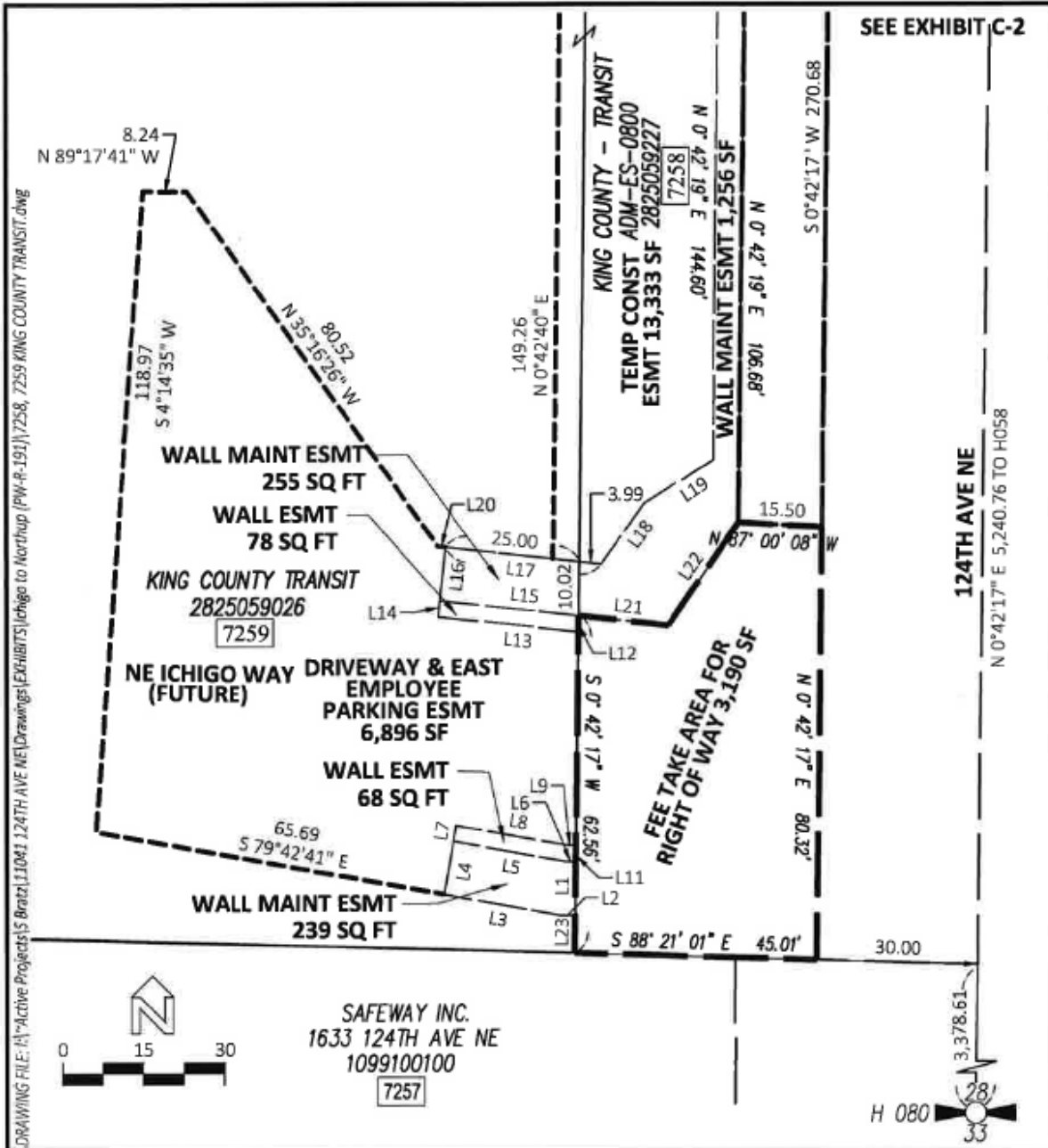
Containing 3,190 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED

By Jon Warren at 3:31 pm, Apr 02, 2021





DRAWING FILE: I:\Active Projects\11041 124TH AVE NE\Drawings\EXHIBITS\Exhibits to Northup (PW-R-191)\7258, 7259 KING COUNTY TRANSIT.dwg

EXHIBIT C-1
PARCEL MAP
APPROVED
By Jon Warren at 3:34 pm, Apr 02, 2021

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041



Land Survey Division
Finance & Asset Management



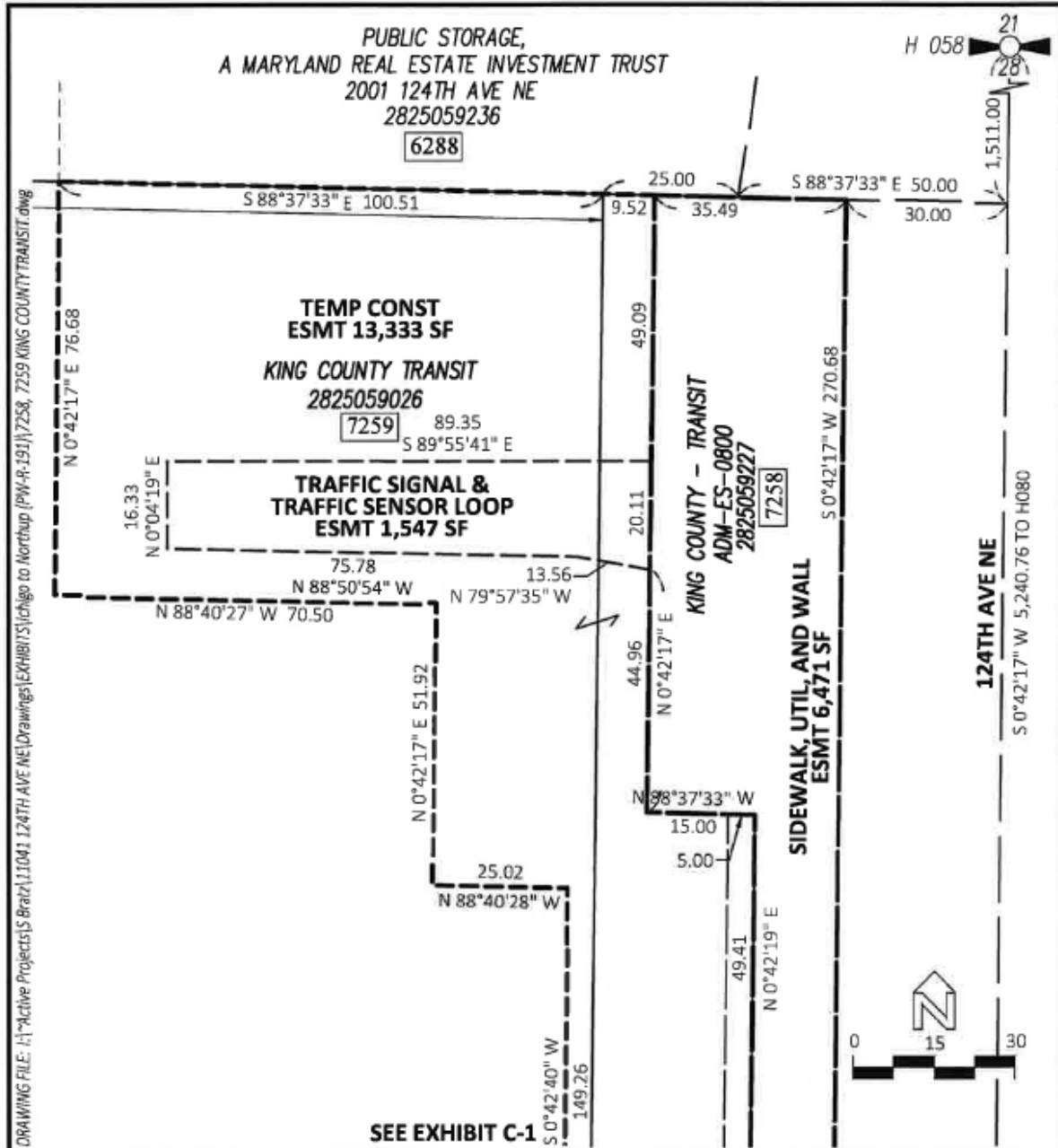


EXHIBIT C-2 APPROVED
By Jon Warren at 3:35 pm, Apr 02, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041

 Land Survey Division
Finance & Asset Management



DRAWING FILE: I:\Active Projects\Braiz\11041_124TH_AVE_NE\Drawings\EXHIBITS\chigo to Northup (PW-R-191)\7258_7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
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L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

EXHIBIT C-5

APPROVED
By Jon Warren at 3:35 pm, Apr 02, 2021

TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



City of Bellevue
FAM
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

SIDEWALK, UTILITY AND WALL EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059227

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor, for and in consideration of mutual benefits for public use, does hereby grant and convey to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns and to the public, a perpetual easement and right-of-way ("Easement") over, through, under, across and upon the portion of Property, as more particularly described in Exhibit B and as depicted on Exhibits C-1, C-2 and C-5 (the "Easement Area"), attached hereto and by this reference incorporated herein. Said easement contains an area of 6,471 square feet, more or less.

Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, repairing, maintaining, improving, replacing and operating public sidewalks, walls, landscaping, lighting and traffic signals, utilities and franchise utility systems, including, but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables, and appurtenances thereto.

This Easement is granted together with the right of access to and from the Easement Area across the Property to enable Grantee to exercise its rights under this Easement. Grantee is also granted the right to use additional area immediately adjacent to the above-described Easement Area as shall be required for construction,

reconstruction and maintenance, such additional area to be held to a minimum necessary for that purpose.

After completion of construction and installation or any subsequent entry, Grantee shall restore the Property as near as may be to its condition immediately before such construction or entry.

Grantor shall retain the right to use the Easement Area so long as said use does not interfere with the easement rights conveyed herein and so long as no permanent buildings or structures are erected on said Easement Area.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

This easement shall be a covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

Signatures on additional page

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement page follows]

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7258

KING COUNTY TRANSIT WEST

1855 124TH Ave NE

Tax Parcel Number: 282505922702

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

Exhibit B

Parcel 7258

Sidewalk, Utility and Wall Easement

1975 124TH AVENUE NE
Tax Parcel Number: 2825059227

That portion of the East 75 feet of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the North Quarter Corner of said Section 28;

Thence South 00°42'17" West, along the East line of said Northwest Quarter 1,511.00 feet to the Northeast corner of said Parcel;

Thence North 88°37'33" West, along the North line thereof, 30.00 feet to the **Point of Beginning**;

Thence South 00°42'17" West along the West line of the East 30.0 feet thereof 270.68 feet;

Thence North 87°00'08" West 15.50 feet; Thence North 00°42'19" East 156.09 feet;

Thence North 88°37'33" West 20.00 feet; Thence North 00°42'17" East 114.15 feet to the North line of aforesaid Parcel;

Thence South 88°37'33" East along said North line 35.49 feet to the **Point of Beginning**;

Containing 6,471 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By Jon Warren at 3:32 pm, Apr 02, 2021



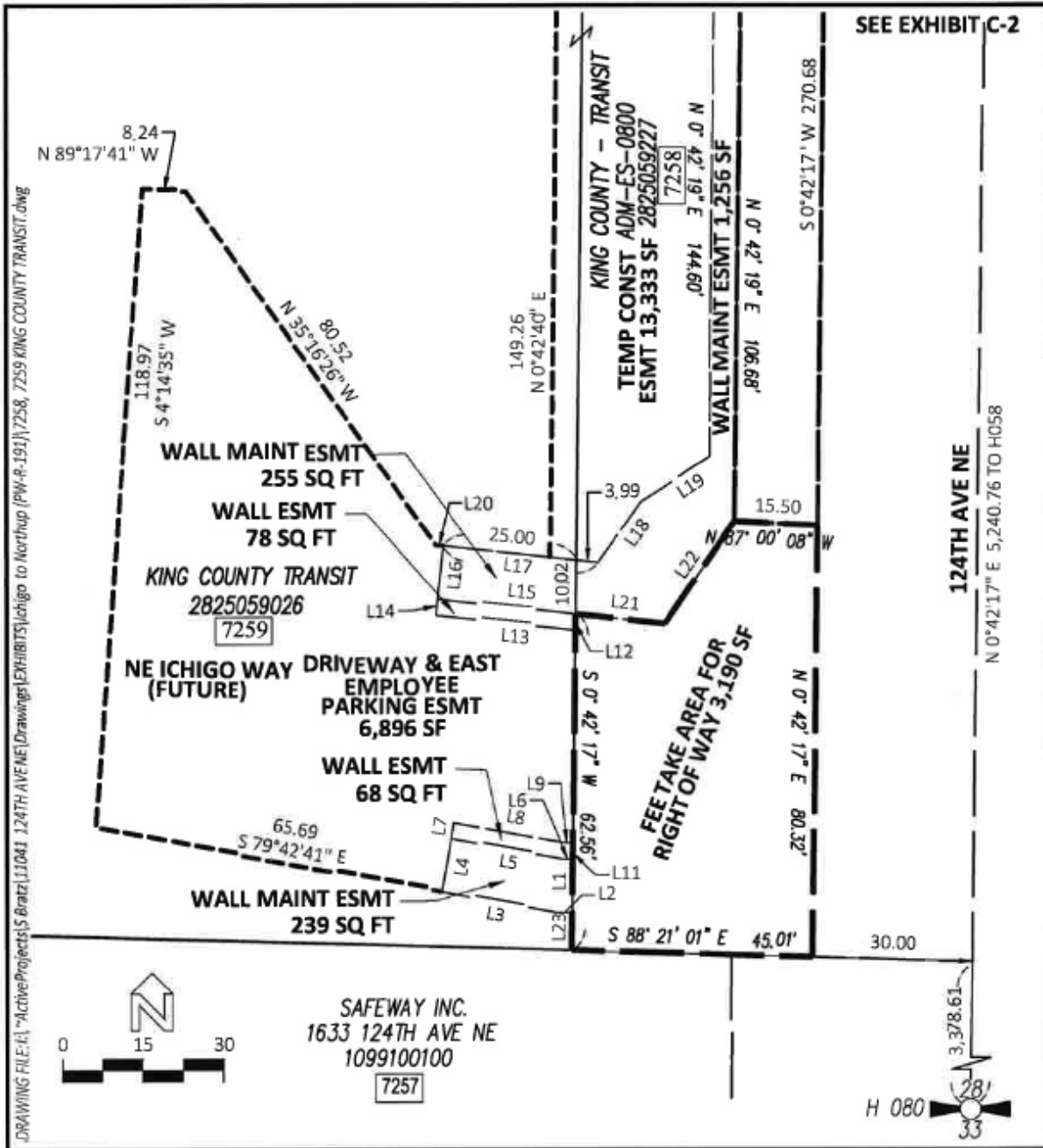


EXHIBIT C-1 APPROVED
By Jon Warren at 3:34 pm, Apr 02, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041

 **Land Survey Division**
Finance & Asset Management



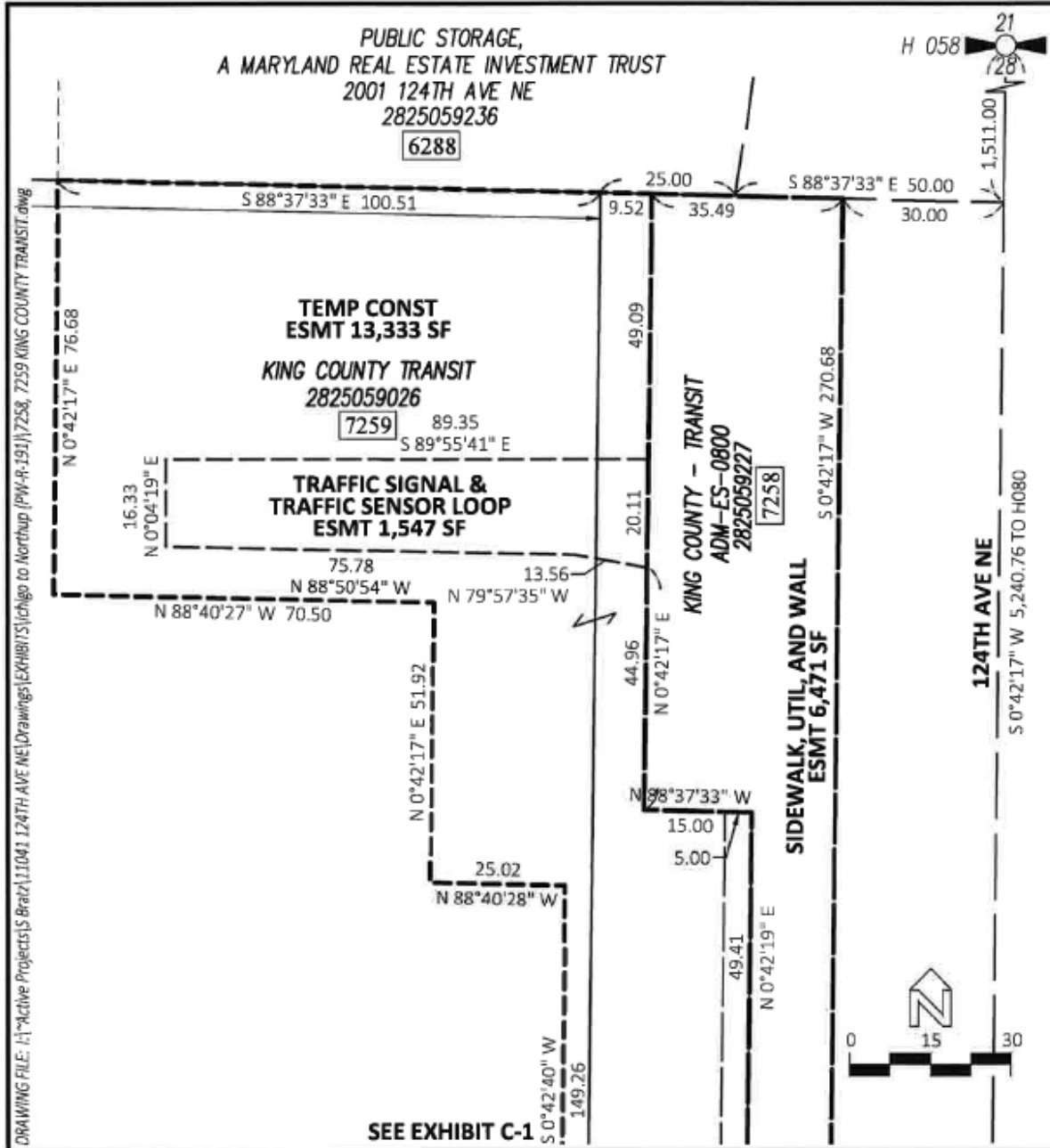



EXHIBIT C-2

APPROVED
By Jon Warren at 3:35 pm, Apr 02, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041

 **Land Survey Division
Finance & Asset Management**



DRAWING FILE: I:\Active Projects\Braitz\11041 124TH AVE NE\Drawings\EXHIBITS\chigo to Northup (PW-R-191)\7258, 7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
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L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

**EXHIBIT C-5
TABLES**

APPROVED
By Jon Warren at 3:35 pm, Apr 02, 2021

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



Land Survey Division
Finance & Asset Management



City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TEMPORARY CONSTRUCTION EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, for valuable consideration for public use, does hereby grant to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, and its agents, the right, permit, license, and easement to use and occupy the hereinafter described lands in Exhibit A and depicted on Exhibits B-4 and B-5, attached hereto and by this reference, incorporated herein, for any and all purposes incidental to the construction of the aforementioned project. Said temporary construction easement contains an area of approximately 4,780 square feet.

The term of this easement shall commence on the date of signature which will begin the non-construction portion of the easement. Once project construction begins this easement shall be in effect for a period of six (6) months, or until the completion of the construction of the above-referenced project or February 28, 2025 whichever is earlier. Grantee shall have the right to extend this temporary construction easement for up to an additional twelve (12) months at the monthly rate offered by Grantee and accepted by Grantor at the time of execution of this temporary construction easement.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

It is also understood and agreed that promptly upon completion of construction of said project, Grantee or its agents, shall restore the disturbed lands to a condition as good or better than the condition existing immediately before the property was entered upon by Grantee.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Notary Acknowledgment on additional page

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

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

My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit A

Parcel 7259

Temporary Construction Easement

(Along 120th Ave NE)

1975 124TH AVENUE NE

Tax Parcel Numbers: 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the South Quarter Corner of said Section 28;

Thence North 00°42'17" East, along the East line of said Northwest Quarter 3378.61 feet to the Southeast corner of said Parcel;

Thence North 88°21'01" West, along the South line thereof, 1286.48 feet to the easterly margin of 120th Ave NE;

Thence North 02°03'14" West, along said East margin, 74.16 feet to the **Point of Beginning**;

Thence South 88°38'08" East 93.80 feet;

Thence North 01°22'27" East 50.15 feet;

Thence North 88°37'33" West 96.80 feet to said easterly margin;

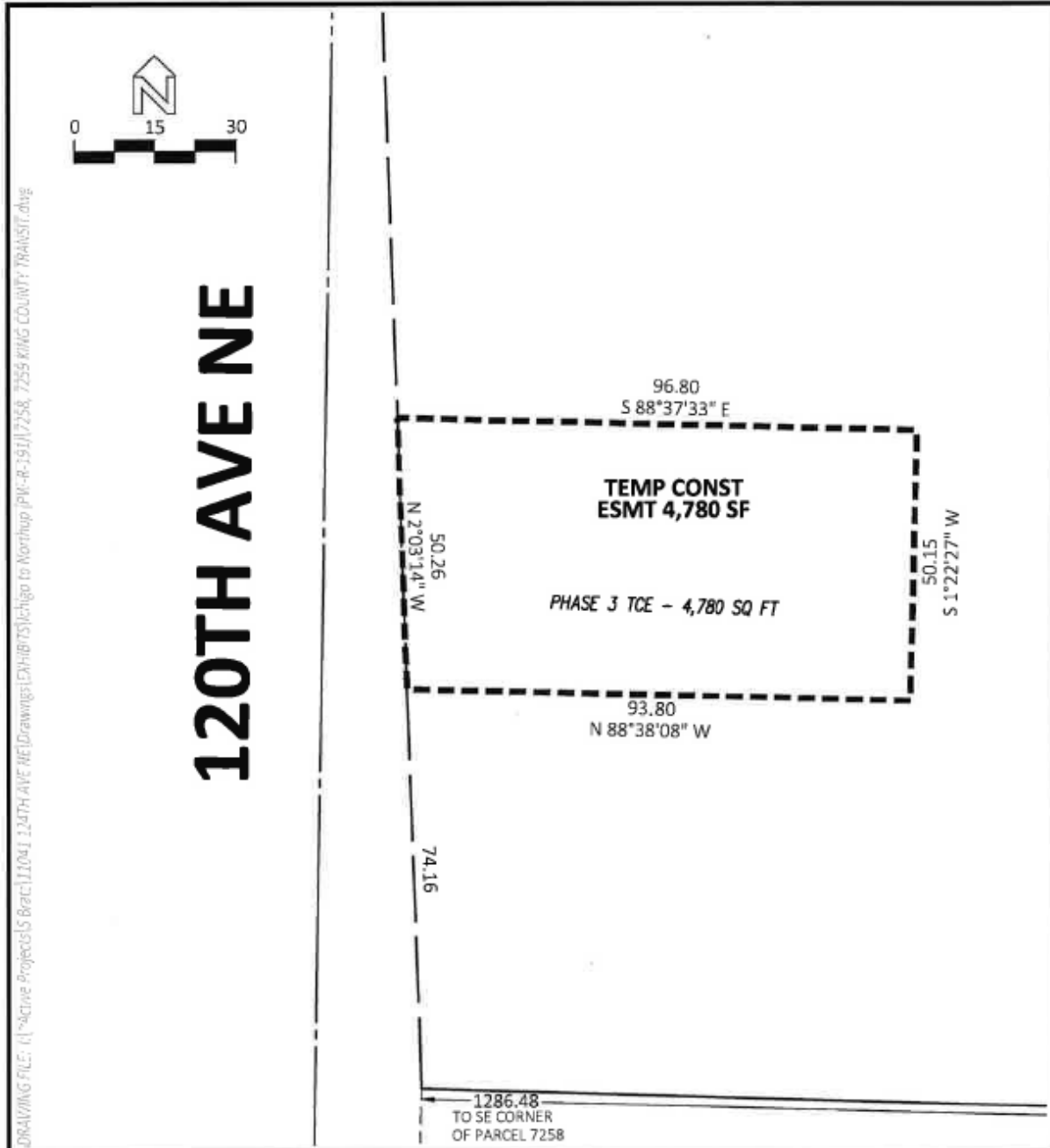
Thence South 02°03'14" East 50.26 feet to the **Point of Beginning**;

Containing 4,780 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021





DRAWING FILE: (I:\Active Projects\11041 124TH AVE NE\Drawings\EXHIBITS\chgo to Northup\PK-R-19\11041\7258_7255 KING COUNTY TRANSIT.dwg

EXHIBIT B-4

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

PARCEL MAP

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 4/2/21

DRAWN BY: DJDavidson

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



DRAWING FILE: I:\Active Projects\Braziz\11041 124TH AVE NE\Drawings\EXHIBITS\chigo to Northup (PW-A-191)\7258, 7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
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L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

EXHIBIT ~~D~~ B-5
TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



Land Survey Division
Finance & Asset Management



City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TEMPORARY CONSTRUCTION EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, for valuable consideration for public use, does hereby grant to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, and its agents, the right, permit, license, and easement to use and occupy the hereinafter described lands in Exhibit A and depicted on Exhibits B-3 and B-5, attached hereto and by this reference, incorporated herein, for any and all purposes incidental to the construction of the aforementioned project. Said temporary construction easement contains an area of approximately 13,459 square feet.

The term of this easement shall commence on the date of signature which will begin the non-construction portion of the easement. Once project construction begins this easement shall be in effect for a period of twelve (12) months, or until the completion of the construction of the above-referenced project or February 28, 2025, whichever is earlier. Grantee shall have the right to extend this temporary construction easement for up to an additional twelve (12) months at the monthly rate offered by Grantee and accepted by Grantor at the time of execution of this temporary construction easement.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

It is also understood and agreed that promptly upon completion of construction of said project, Grantee or its agents, shall restore the disturbed lands to a condition as good or better than the condition existing immediately before the property was entered upon by Grantee.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this _____ day of _____, 2023.

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By: Terry White

Date:

Title: General Manager, Metro Transit Department

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Notary Acknowledgment on additional page

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit A

Parcel 7259

Temporary Construction Easement

Employee Parking

1975 124TH AVENUE NE

Tax Parcel Number: 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the North Quarter Corner of said Section 28;

Thence South 00°42'17" West, along the East line of said Northwest Quarter 1,511.00 feet to the Northeast corner of said Parcel;

Thence North 88°37'33" West, along the North line thereof, 515.54 feet;

Thence South 01°22'27" West 39.59 feet to the **Point of Beginning**;

Thence continuing South 01°22'27" West 145.50 feet;

Thence North 88°37'33" West 92.50 feet;

Thence North 01°22'27" East 145.50 feet;

Thence South 88°37'33" East 92.50 feet to the **Point of Beginning**;

Containing 13,459 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021



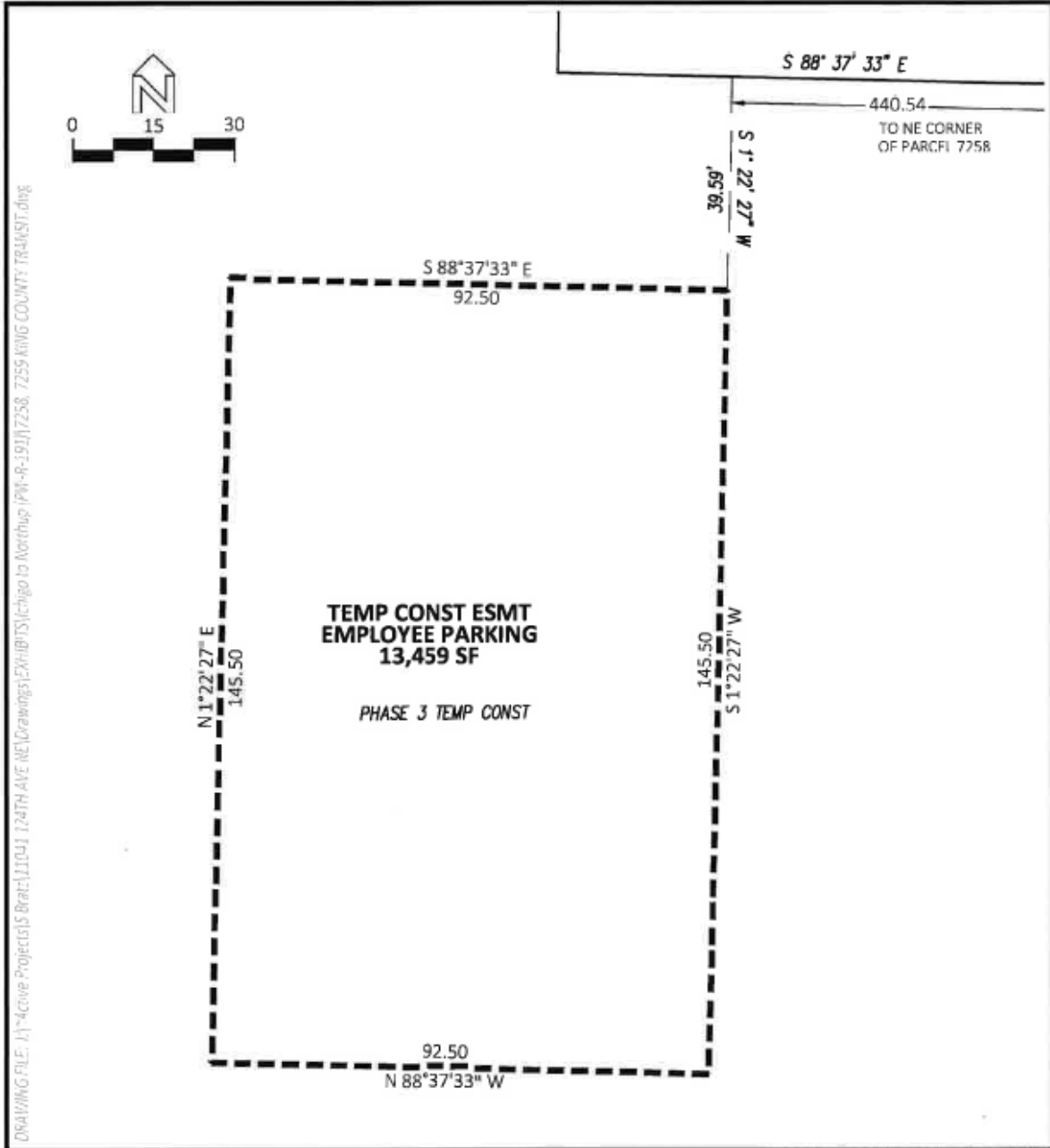


EXHIBIT B-3
PARCEL MAP
 PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 4/2/21 DRAWN BY: DJDavidson PROJECT: 11041

APPROVED
 By DDavidson at 9:57 am, Apr 02, 2021



 **Land Survey Division**
Finance & Asset Management

DRAWING FILE: I:\Active Projects\Braza\11041 124TH AVE NE\Drawings\EXHIBITS\chigo to Northup (PW-R-191)\7258, 7259 KING COUNTY TRANSIT.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021

EXHIBIT ~~D~~ B-5

TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21

DRAWN BY: SBartlett

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



City of Bellevue
FAM
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

WALL EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way;
COB Parcel 7259

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor, for and in consideration of mutual benefits for public use, does hereby grant and convey to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns and to the public, a perpetual easement and right-of-way ("Easement") over, through, under, across and upon the portion of Property, as more particularly described in Exhibit B and as depicted on Exhibit C-1, C-2 and C-5 (the "Easement Area"), attached hereto and by this reference incorporated herein. Said easement contains an area of 146 square feet, more or less.

Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, repairing, maintaining, improving, replacing and operating a wall and appurtenances thereto.

This Easement is granted together with the right of access to and from the Easement Area across the Property to enable Grantee to exercise its rights under this Easement. Grantee is also granted the right to use additional area immediately adjacent to the above-described Easement Area as shall be required for construction, reconstruction and maintenance, such additional area to be held to a minimum necessary for that purpose.

After completion of construction and installation or any subsequent entry, Grantee shall restore the Property as near as may be to its condition immediately before such construction or entry.

Grantor shall retain the right to use the Easement Area so long as said use does not interfere with the easement rights conveyed herein and so long as no permanent buildings or structures are erected on said Easement Area.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

This easement shall be a covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Notary Acknowledgment on additional page

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7259

KING COUNTY TRANSIT WEST

1975 124TH Ave NE

Tax Parcel Number: 282505902605

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THE EAST 75 FEET THEREOF.

Exhibit B

Parcel 7259

Wall Easements

1975 124TH AVENUE NE
Tax Parcel Number: 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the South Quarter Corner of said Section 28; Thence North 00°42'17" East along the East line of the West half of said Section 28, a distance of, 3,378.61 feet; Thence North 88°21'01" West, along the South line of said Parcel, 75.01 feet to the West line of East 75 feet of aforesaid Parcel and a point hereinafter referred to as Point A;

Thence North 00°42'17" East, along said West line, 16.94 feet to the **Point of Beginning** of the **Southerly Wall Easement**;

Thence continuing North 00°42'17" East, along said West line, 3.00 feet; Thence North 88°26'59" West 1.76 feet; Thence North 79°42'41" West 20.77 feet; Thence South 10°17'19" West 3.00 feet; Thence South 79°42'41" East 21.00 feet; Thence South 88°26'55" East 2.03 feet to the **Point of Beginning** for the **Southerly Wall Easement**;

containing 68 square feet more or less;

Thence returning to aforesaid Point A;

Thence North 00°42'17" East, along aforesaid West line, 59.55 feet to the **Point of Beginning** of the **Northerly Wall Easement**;

Thence continuing North 00°42'17" East along said West line, 3.01 feet; Thence North 83°51'38" West 25.95 feet; Thence South 06°10'43" West 3.00 feet; Thence South 83°51'38" East 26.24 feet to the **Point of Beginning** for the **Northerly Wall Maintenance Easement**;

Containing 78 square feet more or less; combined total of **146 square feet** more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By Jon Warren at 3:32 pm, Apr 02, 2021



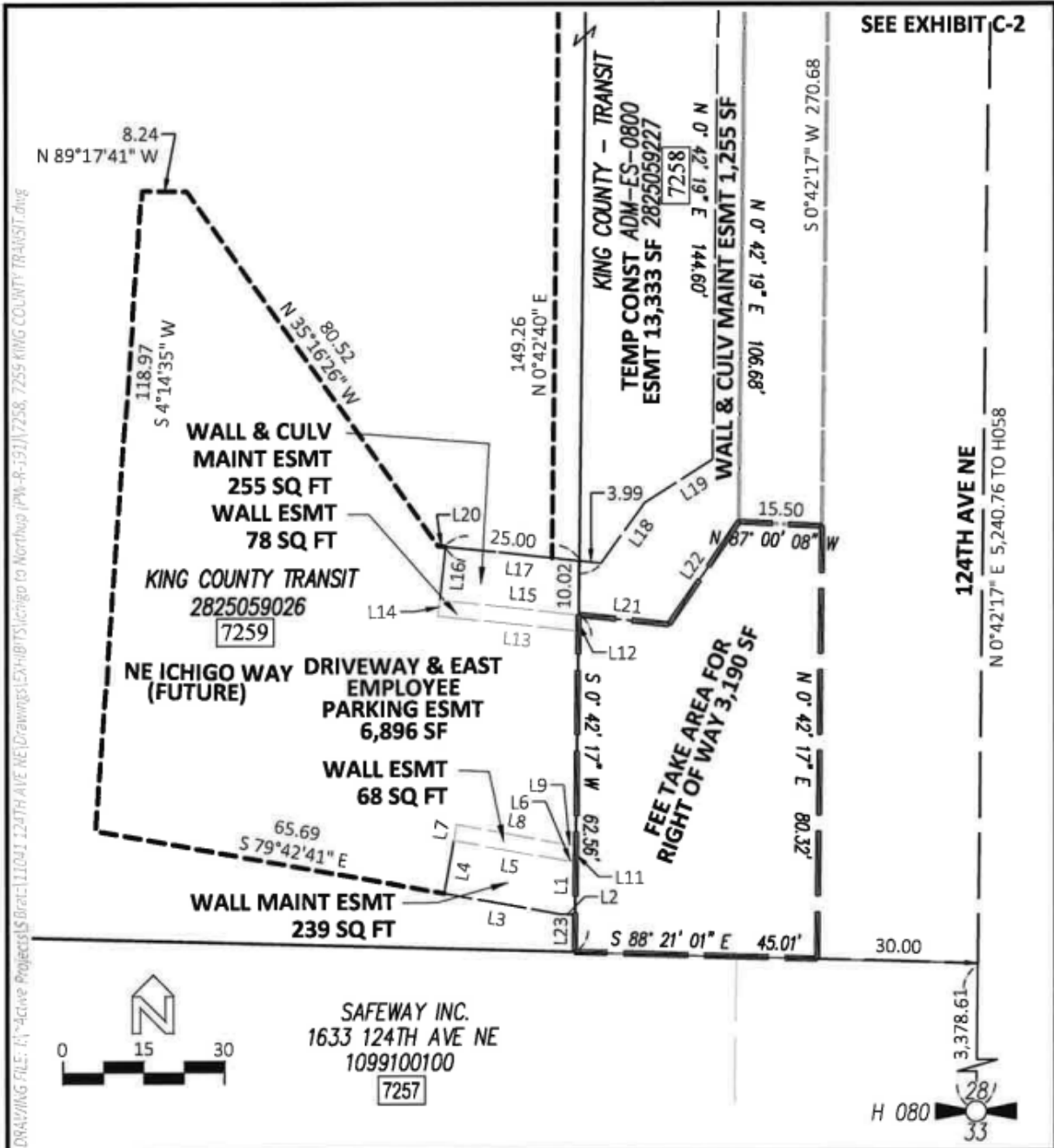


EXHIBIT C-1
PARCEL MAP
PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21 DRAWN BY: DJDavidson PROJECT: 11041

APPROVED
By DDavidson at 10:00 am, Sep 29, 2021

 **Land Survey Division**
Finance & Asset Management



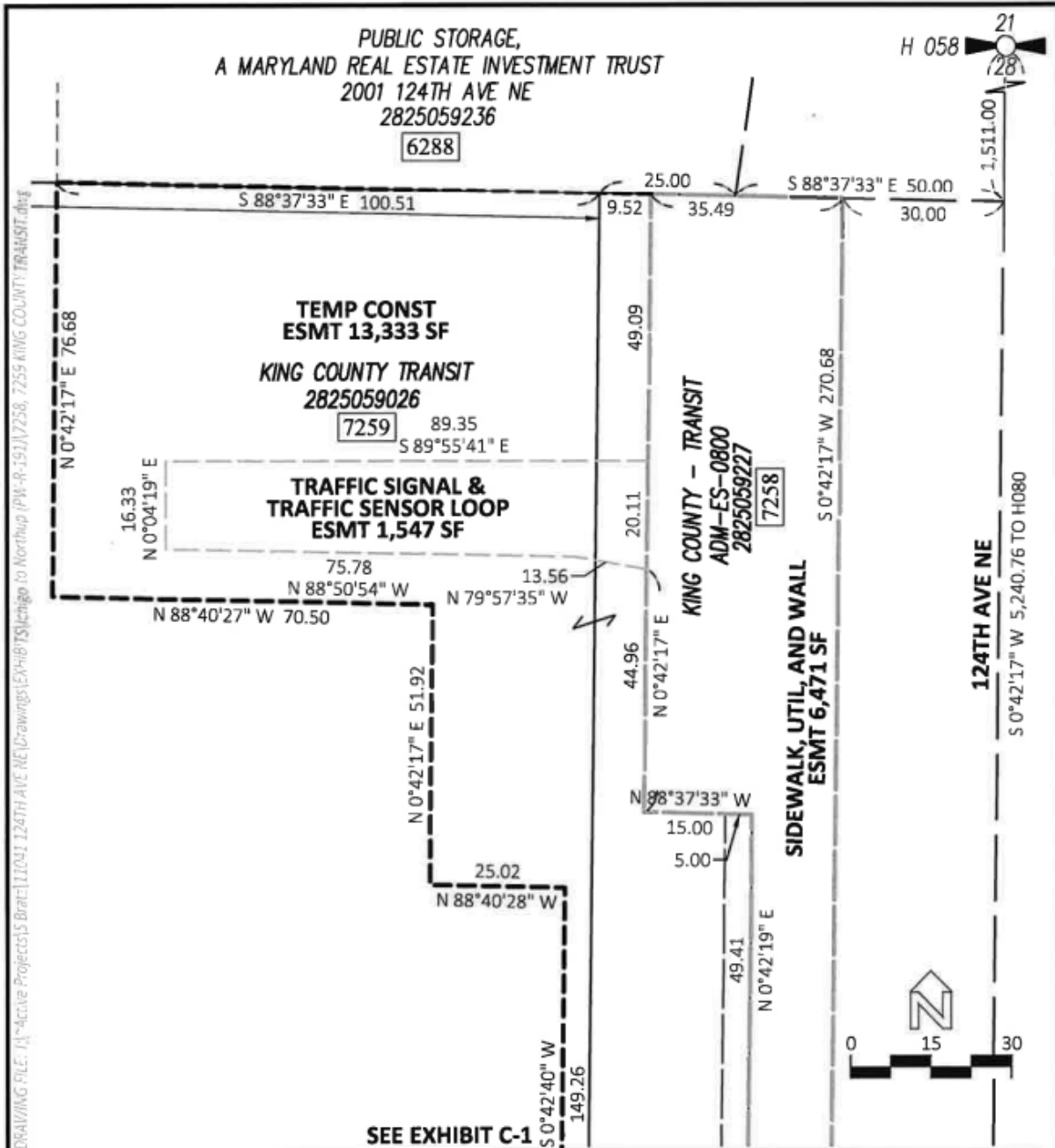


EXHIBIT C-2

APPROVED
By DDavidson at 10:00 am, Sep 29, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21

DRAWN BY: DJDavidson

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



DRAWING FILE: c:\Active Projects\8\8\11041_124TH AVE NE\Drawings\EXHIBIT C-5\tblgo to Northup (P\W\8-191)\7259_KING COUNTY 79-AMST.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
L4	N10°17'19"E	10.00
L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

EXHIBIT C-5

APPROVED
By DDavidson at 10:01 am, Sep 29, 2021

TABLES

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21

DRAWN BY: DJDavidson

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



City of Bellevue
FAM
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

WALL MAINTENANCE EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn SE ¼ of NW ¼ Sec 28, TWP 25N, RGE 5E, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way;
COB Parcel 7259

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor, for and in consideration of mutual benefits for public use, does hereby grant and convey to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns and to the public, a perpetual easement and right-of-way ("Easement") over, through, under, across and upon the portion of Property, as more particularly described in Exhibit B and as depicted on Exhibits C-1, C-2 and C-5 (the "Easement Area"), attached hereto and by this reference incorporated herein. Said easement contains an area of 239 square feet, more or less.

Grantee shall have the right to use the Easement Area for the purpose of constructing, repairing and maintaining a wall and appurtenances thereto. This Easement is granted together with the right of access to and from the Easement Area across the Property to enable Grantee to exercise its rights under this Easement.

Grantor shall retain the right to use the Easement Area so long as said use does not interfere with the easement rights conveyed herein and so long as no permanent buildings or structures are erected on said Easement Area.

After completion of construction and installation or any subsequent entry, Grantee shall restore the Property as near as may be to its condition immediately before such construction or entry.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

This easement shall be a covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

Dated this _____ day of _____, 2023.

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By: Terry White

Date:

Title: General Manager, Metro Transit Department

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Notary Acknowledgment on additional page

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7259

KING COUNTY TRANSIT WEST

1975 124TH Ave NE

Tax Parcel Number: 282505902605

THAT PORTION OF TH NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THE EAST 75 FEET THEREOF.

Exhibit B

Parcel 7259

Wall Maintenance Easements

1975 124TH AVENUE NE
Tax Parcel Number: 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the South Quarter Corner of said Section 28; Thence North 00°42'17" East along the East line of the West half of said Section 28, a distance of, 3,378.61 feet; Thence North 88°21'01" West, along the South line of said Parcel, 75.01 feet to the West line of East 75 feet of aforesaid Parcel and a point hereinafter referred to as Point A;

Thence North 00°42'17" East, along said West line, 6.94 feet to the **Point of Beginning** of the **Southerly Wall Maintenance Easement**;

Thence continuing North 00°42'17" East, along said West line, 10.00 feet;

Thence North 88°26'55" West 2.03 feet; Thence North 79°42'41" West 21.00 feet;

Thence South 10°17'19" West 10.00 feet; Thence South 79°42'41" East 21.76 feet;

Thence South 88°25'52" East 2.94 feet to the **Point of Beginning** for the **Southerly Wall Maintenance Easement**;

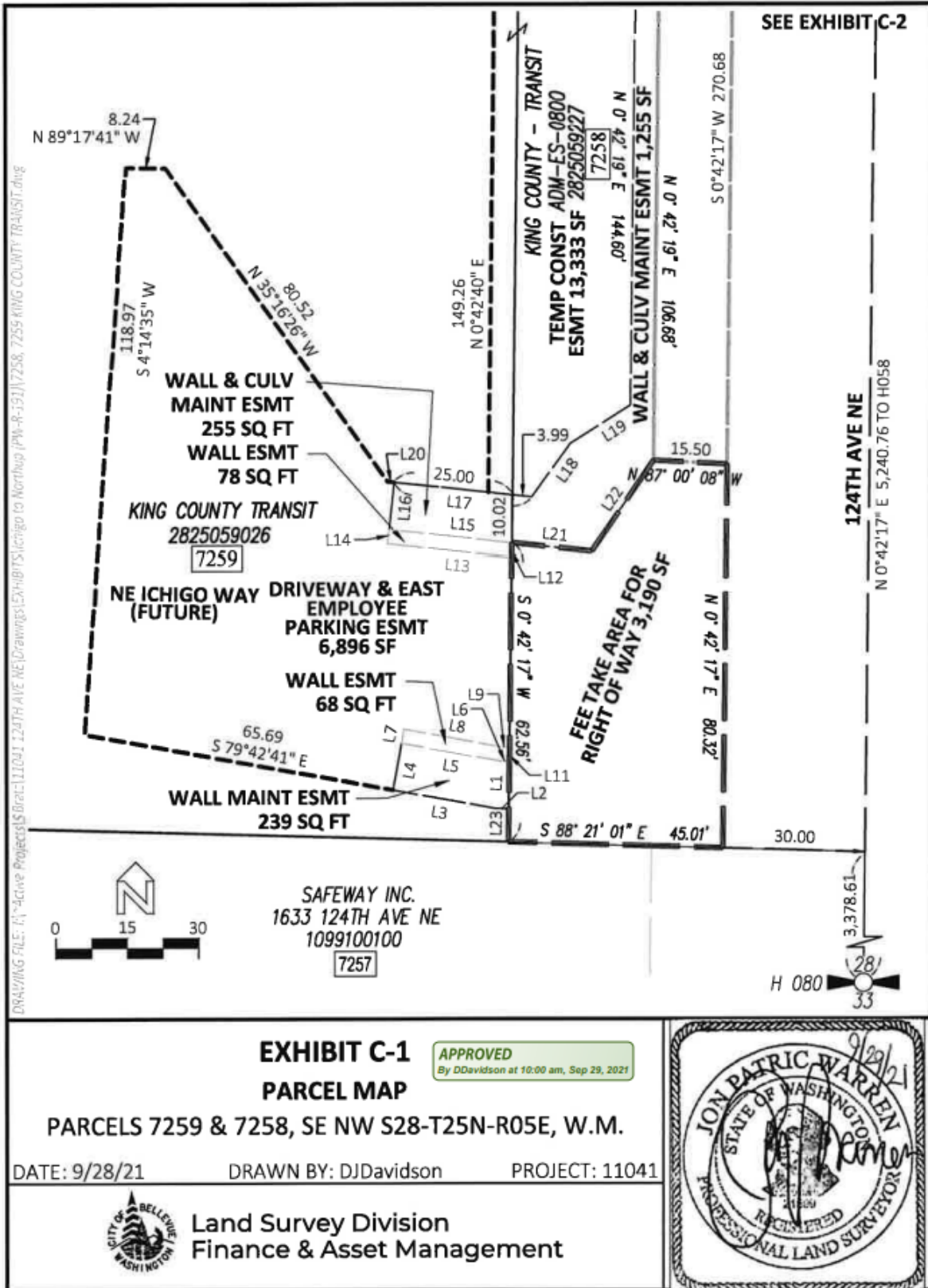
containing 239 square feet more or less;

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APPROVED

By DDavidson at 9:59 am, Sep 29, 2021





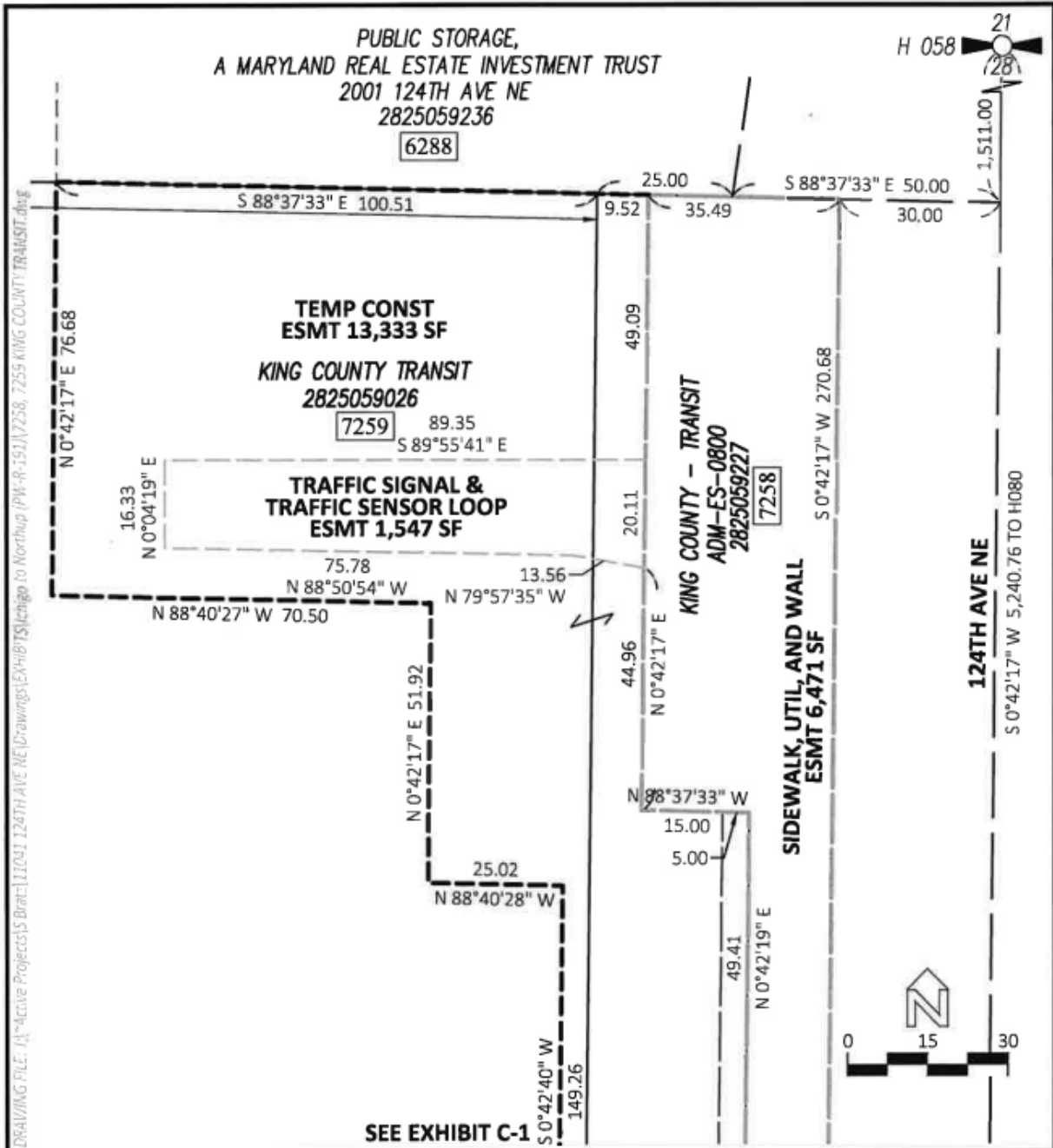


EXHIBIT C-2

APPROVED
By DJDavidson at 10:00 am, Sep 29, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21

DRAWN BY: DJDavidson

PROJECT: 11041



**Land Survey Division
Finance & Asset Management**



DRAWING FILE: c:\active Projects\Pariz\11041_1247r_AVE ME [Drawings\EXHIBIT\ST\chigo to /orship (P\N\8-191)\7259_7259 KING COUNTY 194\MS1.dwg

LINE TABLE		
#	BEARING	LENGTH
L1	S0°42'17"W	10.00
L2	N88°25'52"W	2.94
L3	N79°42'41"W	21.76
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L5	S79°42'41"E	21.00
L6	S88°26'55"E	2.03
L7	N10°17'19"E	3.00
L8	S79°42'41"E	20.77
L9	S88°26'59"E	1.76
L11	S0°42'17"W	3.00
L12	S0°42'17"W	3.01

LINE TABLE		
#	BEARING	LENGTH
L13	N83°51'38"W	26.24
L14	N6°10'43"E	3.00
L15	S83°51'38"E	25.95
L16	S6°10'43"W	10.00
L17	N83°48'34"W	28.99
L18	S35°52'19"W	13.86
L19	S57°32'06"W	15.00
L20	N83°32'38"W	1.41
L21	S83°51'08"E	16.78
L22	N34°23'46"E	23.10
L23	S0°42'17"W	6.94

**EXHIBIT C-5
TABLES**

APPROVED
By DDavidson at 10:01 am, Sep 29, 2021

PARCEL 7259, SE NW S28-T25N-R05E, W.M.

DATE: 9/28/21

DRAWN BY: DJDavidson

PROJECT: 11041



Land Survey Division
Finance & Asset Management



City of Bellevue
FAM
Attn: HPeshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TRAFFIC SIGNAL AND TRAFFIC SENSOR EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington

Grantee: City of Bellevue, a Washington municipal corporation

Abbreviated Legal: Ptn Sec 28, TWP 25N, RGE 5E, King County

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: 2825059026

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor, for and in consideration of mutual benefits for public use (the sufficiency of which is hereby acknowledged), does hereby grant and convey to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns and to the public, a perpetual easement and right-of-way ("Easement") over, through, under, across and upon the portion of Property, as more particularly described in Exhibit B and as depicted on Exhibit C-2 (the "Easement Area"), attached hereto and by this reference incorporated herein. Said easement contains an area of 1,547 square feet, more or less.

Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, repairing, maintaining, improving, replacing and operating lighting, traffic signals and traffic signal sensors, vaults, cables, and appurtenances thereto (collectively referred to herein as "Grantee's Improvements").

Grantor acknowledges that traffic signal sensors ("Sensors") are located within the Easement Area and that resurfacing the Easement Area will cause damage to the Sensors. Any construction activities that may damage or otherwise impact the Sensors within the Easement Area shall be coordinated in advance with the Grantee. In the event Grantor causes damage to the Sensors, the Sensors shall be repaired at

Grantor's sole cost and expense. Notwithstanding the foregoing, nothing contained herein shall be construed to limit Grantee's rights at law or in equity to recover for any damage to Grantee's Improvements arising out of or in connection with any negligent acts or omissions of Grantor.

This Easement is granted together with the right of access to and from the Easement Area across the Property to enable Grantee to exercise its rights under this Easement. Grantee is also granted the right to use additional area immediately adjacent to the above-described Easement Area as shall be required for construction, reconstruction and maintenance, such additional area to be held to a minimum necessary for that purpose.

After completion of construction and installation or any subsequent entry, Grantee shall restore the Property as near as may be to its condition immediately before such construction or entry.

Grantor shall retain the right to use the Easement Area so long as said use does not interfere with the easement rights conveyed herein and so long as no permanent buildings or structures are erected on said Easement Area.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

This easement shall be a covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

[Signature and acknowledgement pages follow]

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement follows on next page]

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7259

KING COUNTY TRANSIT WEST

1975 124TH Ave NE

Tax Parcel Number: 282505902605

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°42'15" EAST ALONG THE EAST LINE THEREOF 761.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°21'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 1286.31 FEET TO THE EAST MARGIN OF 120TH AVENUE N.E.; THENCE NORTH 2°01'39" WEST ALONG SAID MARGIN 389.63 FEET; THENCE NORTH 1°12'00" EAST ALONG SAID MARGIN 342.42 FEET TO A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION AND PASSES THROUGH A POINT NORTH 88°21'06" WEST 1338.50 FEET AND NORTH 1°11'41" EAST PARALLEL WITH SAID WEST LINE 731 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°48'19" EAST ALONG SAID PERPENDICULAR LINE 753.82 FEET TO THE WEST LINE OF THE EAST 548 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 0°42'15" WEST ALONG SAID WEST LINE 389.36 FEET TO THE SOUTH LINE OF THE NORTH 1511.0 FEET OF SAID SUBDIVISION AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 88°37'39" EAST ALONG SAID SOUTH LINE 548.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 0°42'15" WEST ALONG SAID EAST LINE 350.59 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THE EAST 75 FEET THEREOF.

Exhibit B

Parcel 7259

Traffic Signal and Traffic Sensor Loop Easement

1975 124TH AVENUE NE
Tax Parcel Number: 2825059026

That portion of the North 350.20 feet of the South 1117.70 feet of the Southeast Quarter of the Northwest Quarter of Section 28, Township 25 North, Range 5 East, W.M., in King County Washington described as follows:

Commencing at the North Quarter Corner of said Section 28;

Thence South 00°42'17" West, along the East line of said Northwest Quarter 1,511.00 feet to the Northeast corner of said Parcel;

Thence North 88°37'33" West, along the North line thereof, 65.49 feet;

Thence South 00°42'17" West 49.09 feet to the **Point of Beginning**;

Thence North 89°55'41" West 89.35 feet;

Thence South 00°04'19" West 16.33 feet;

Thence South 88°50'54" East 75.78 feet;

Thence South 79°57'35" East 13.56 feet;

Thence North 00°42'17" East 20.11 feet to the **Point of Beginning**;

Containing 1,547 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By Jon Warren at 3:34 pm, Apr 02, 2021



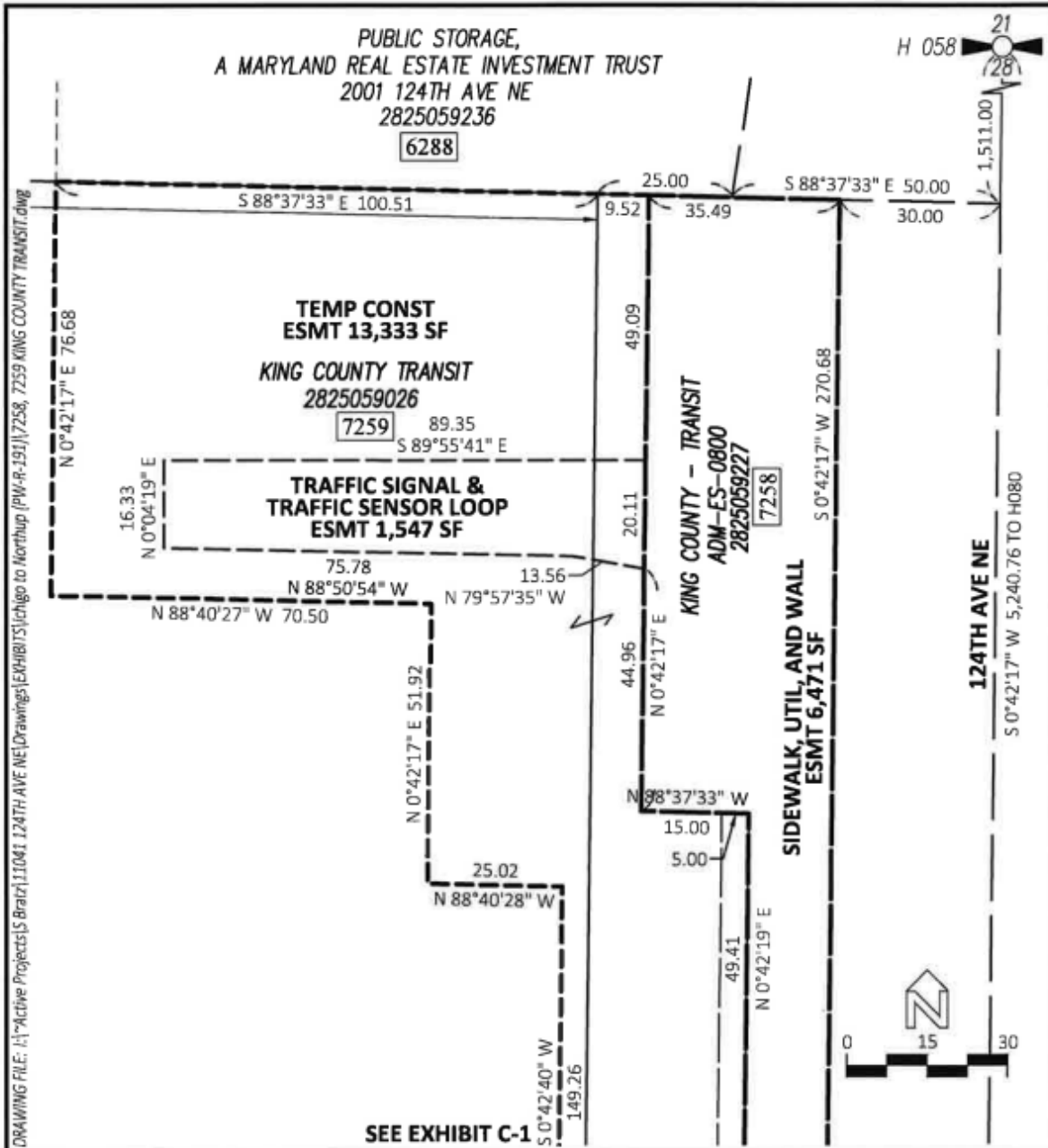


EXHIBIT C-2 APPROVED
By Jon Warren at 3:35 pm, Apr 02, 2021

PARCEL MAP

PARCELS 7259 & 7258, SE NW S28-T25N-R05E, W.M.

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041



 **Land Survey Division
Finance & Asset Management**

City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

QUITCLAIM DEED

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn Parcel 1, Revised City of Bellevue SP No. 77-81, Rec. 7912319005, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059295

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor for and in consideration of mutual benefits, conveys, and quit claims to the GRANTEE, THE CITY OF BELLEVUE, a Washington municipal corporation, its interest in and to, for right of way purposes, the real property described in Exhibit B and depicted on Exhibit C-1, attached hereto and by this reference incorporated herein, situated in the County of King, State of Washington.

[Signature and acknowledgement pages follow]

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement follows on next page]

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington.
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7261

KING COUNTY TRANSIT EAST

1790 124TH Ave NE

Tax Parcel Number: 2825059205

PARCEL 1, REVISED CITY OF BELLEVUE SHORT PLAT NO. 77-81, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NO. 7912319005, BEING A REVISION OF SHORT PLAT RECORDED UNDER RECORDING NO. 7712130634, RECORDS OF KING COUNTY, WASHINGTON.

Exhibit B

Parcel 7261

Fee

1790 124TH AVENUE NE
Tax Parcel Number: 2825059295

That portion of Parcel 1, City of Bellevue Revised Short Plat No 77-81, recorded under King County Recording No. 7912319005, lying within the Northeast Quarter of Section 28, Township 25 North, Range 5 East, W.M., described as follows:

The West 45.0 feet of the North 60.0 feet of said Parcel 1;

Containing 2,700 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By Davidson at 9:57 am, Apr 02, 2021



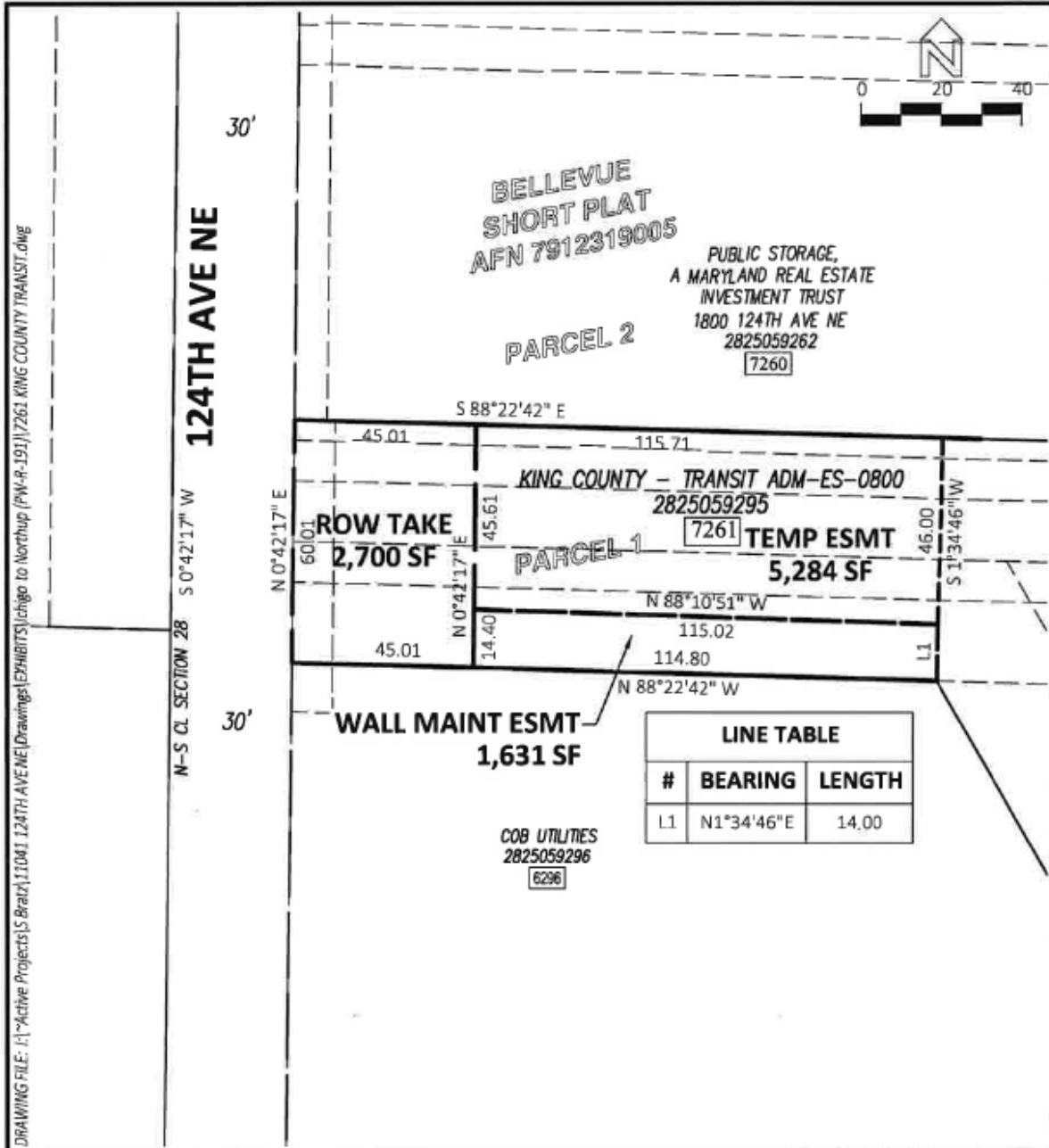


EXHIBIT C-1
PARCEL MAP
 PARCEL 7261, SW NE S28-T25N-R05E, W.M.

APPROVED
 By DDavidson at 9:57 am, Apr 02, 2021

DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041



Land Survey Division
 Finance & Asset Management



City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TEMPORARY CONSTRUCTION EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn Revised City of Bellevue SP No. 77-81, Rec. 7912319005 King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059295

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, for valuable consideration for public use, does hereby grant to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, and its agents, the right, permit, license, and easement to use and occupy the hereinafter described lands in Exhibit A and depicted on Exhibits B-1, attached hereto and by this reference, incorporated herein, for any and all purposes incidental to the construction of the aforementioned project. Said temporary construction easement contains an area of approximately 7,153 square feet.

The term of this easement shall commence on the date of signature which will begin the non-construction portion of the easement. Once project construction begins this easement shall be in effect for a period of twenty-four (24) months, or until the completion of the construction of the above-referenced project or February 28, 2025, whichever is earlier. Grantee shall have the right to extend this temporary construction easement for up to an additional twelve (12) months at the monthly rate offered by Grantee and accepted by Grantor at the time of execution of this temporary construction easement.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

It is also understood and agreed that promptly upon completion of construction of said project, Grantee or its agents, shall restore the disturbed lands to a condition as good or better than the condition existing immediately before the property was entered upon by Grantee.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this _____ day of _____, 2023.

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement follows on next page]

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit A

Parcel 7261

Temporary Construction Easement

1790 124TH AVENUE NE

Tax Parcel Number: 2825059295

That portion of the North 60.0 feet of Parcel 1 of Revised City of Bellevue Short Plat Number 77-81, recorded under King County Recording No. 7912319005 described as follows:

Commencing at the Northwest corner of said North 60.0 feet;

thence South 88°22'42" East, along the North line thereof, 45.01 feet to the **Point of Beginning**;

thence continuing South 88°22'42" East, along said North line, 150.58 feet;

thence South 01°34'46" West 51.41 feet;

thence South 50°36'59" West 11.23 feet;

thence North 57°35'05" West 14.39 feet;

thence North 88°22'42" West 14.03 feet;

thence North 01°34'46" East 5.41 feet;

thence North 88°10'51" West 115.02 feet;

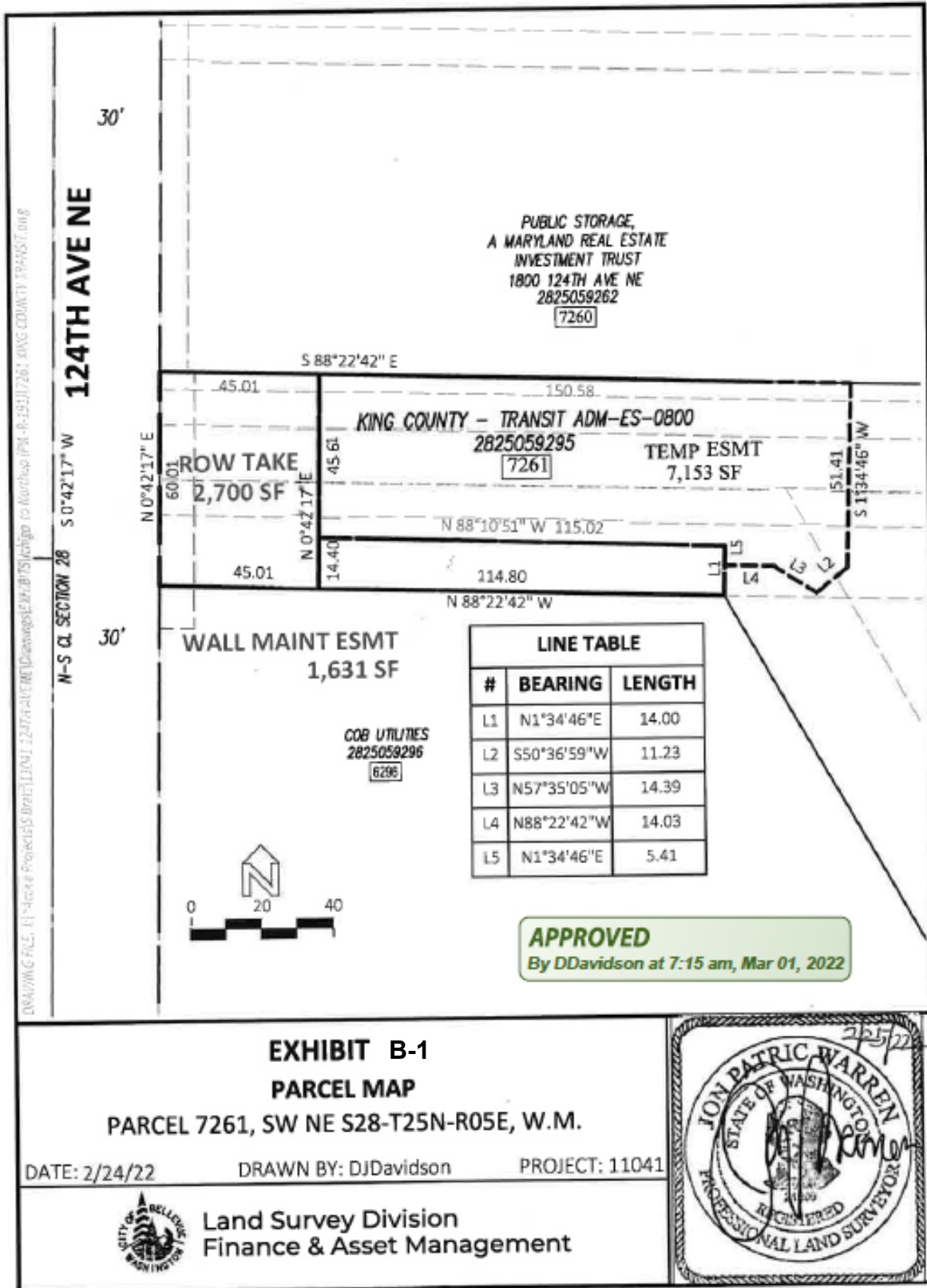
thence North 00°42'17" East 45.61 feet to the **Point of Beginning**;

Containing 7,153 square feet more or less.

11041_TCE Legal EXHITIT A_PW-R-191_jpw_040121.docx

APPROVED
By DDavidson at 7:15 am, Mar 01, 2022





City of Bellevue
FAM Department
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

TEMPORARY CONSTRUCTION EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn Revised City of Bellevue SP No. 77-81, Rec. 7912319005 King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059295

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, for valuable consideration for public use, does hereby grant to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, and its agents, the right, permit, license, and easement to use and occupy the hereinafter described lands in Exhibit A and depicted on Exhibit B-2, attached hereto and by this reference, incorporated herein, for any and all purposes incidental to the construction of the aforementioned project. Said temporary construction easement contains an area of approximately 6,536 square feet.

The term of this easement shall commence on the date of signature which will begin the non-construction portion of the easement. Once project construction begins this easement shall be in effect for a period of nine (9) months, or until the completion of the construction of the above-referenced project or February 28, 2025, whichever is earlier. Grantee shall have the right to extend this temporary construction easement for up to an additional twelve (12) months at the monthly rate offered by Grantee and accepted by Grantor at the time of execution of this temporary construction easement.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

It is also understood and agreed that promptly upon completion of construction of said project, Grantee or its agents, shall restore the disturbed lands to a condition as good or better than the condition existing immediately before the property was entered upon by Grantee.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement follows on next page]

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission

expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit A

Parcel 7261

Phase 3 Temporary Construction Easement

1790 124TH AVENUE NE

Tax Parcel Number: 2825059295

That portion of Parcel 1 of Revised City of Bellevue Short Plat Number 77-81, recorded under King County Recording No. 7912319005, located in the Northeast Quarter of Section 28, Township 25 North, Range 5 East, W.M., described as follows:

Commencing at the most easterly Northeast corner of said Parcel 1, being the intersection of the West line of the East 330 feet of the West One Half of said Northeast Quarter, and the North line of the Southeast Quarter of the Southwest Quarter of said Northeast Quarter; Thence North 88°21'56" West, along the North line thereof, 30.01 feet to the West line of the East 30.00 feet of aforesaid Parcel 1;

Thence continuing North 88°21'56" West, along said North line, 24.91 feet to the **Point of Beginning**;

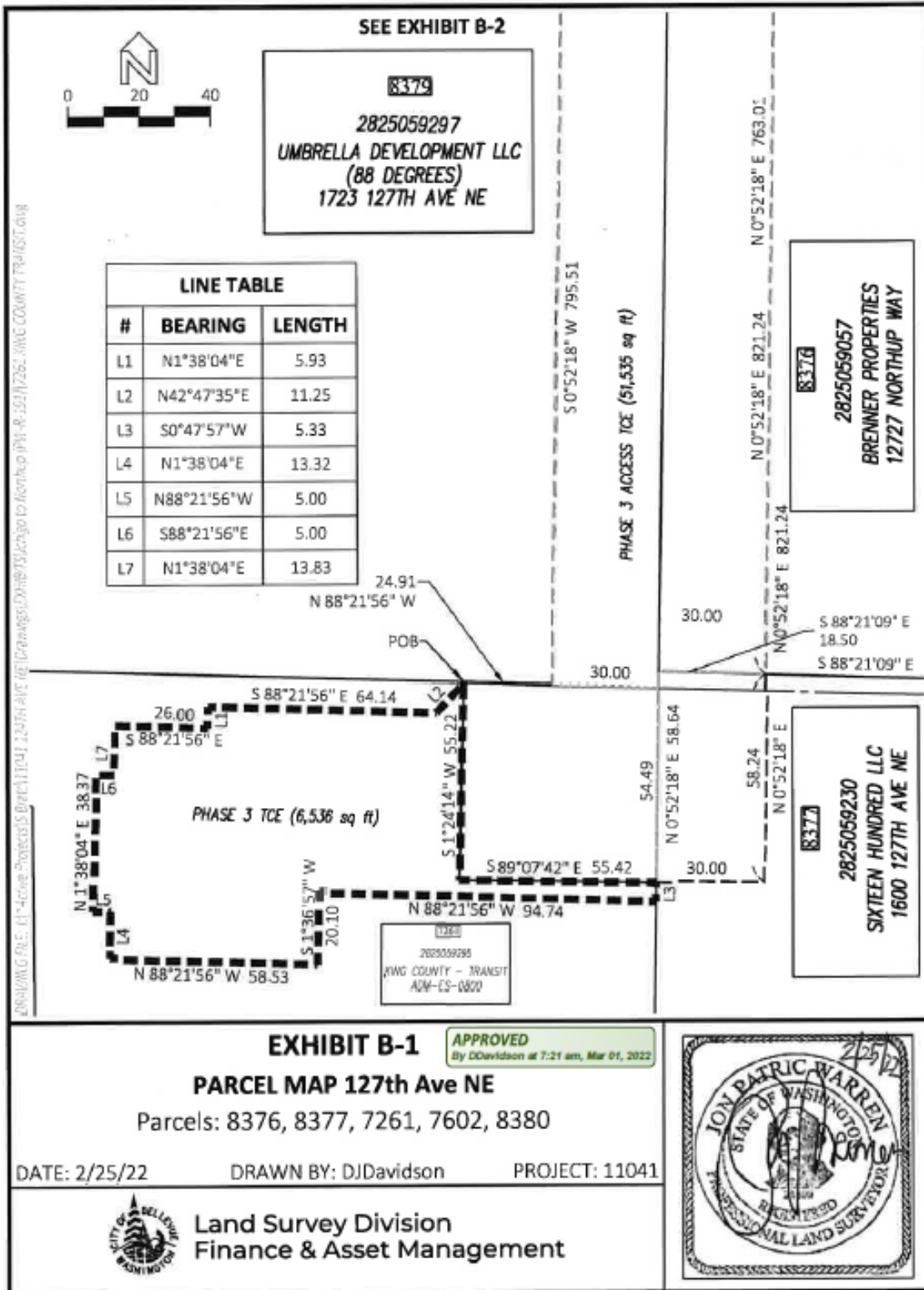
Thence South 01°24'14" West 55.22 feet; Thence South 89°07'42" East 55.42 feet to the East line of aforesaid Parcel 1; Thence South 00°47'57" West, along said East line, 5.33 feet; Thence North 88°21'56" West 94.74 feet; Thence South 01°36'57" West, 20.10 feet; Thence North 88°21'56" West 58.53 feet; Thence North 01°38'04" East 13.32 feet; Thence North 88°21'56" West 5.00 feet; Thence North 01°38'04" East 38.37 feet; Thence South 88°21'56" East 5.00 feet; Thence North 01°38'04" East 13.83 feet; Thence South 88°21'56" East 26.00 feet; Thence North 01°38'04" East 5.93 feet; Thence South 88°21'56" East 64.14 feet; Thence North 42°47'35" East 11.25 feet to the **Point of Beginning**;

Containing 6,536 square feet more or less.

11041_TCE Legal EXHITIT A_PW-R-191_jpw_040121.docx

APPROVED
By DDavidson at 7:20 am, Mar 01, 2022





City of Bellevue
FAM
Attn: Hannah Peshkov
P.O. Box 90012
Bellevue, WA 98009-9012

CR# _____ Date _____ Loc _____

WALL MAINTENANCE EASEMENT

Grantor: KING COUNTY, a political subdivision of the State of Washington
Grantee: CITY OF BELLEVUE, a Washington municipal corporation
Abbreviated Legal: Ptn Parcel 1, Revised City of Bellevue SP No. 77-81, Rec. 7912319005, King County
Additional Legal on Page: Exhibit A
Assessors Tax Parcel ID#: 2825059205

IN THE MATTER OF: CIP PW-R-191; 124th Ave NE – NE Ichigo Way to Northup Way

GRANTOR, King County, a political subdivision of the State of Washington, which acquired title as municipality of Metropolitan Seattle, is the owner of the real property as more particularly described in Exhibit A (the "Property"). Grantor, for and in consideration of mutual benefits for public use, does hereby grant and convey to GRANTEE, the CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns and to the public, a perpetual easement and right-of-way ("Easement") over, through, under, across and upon the portion of Property, as more particularly described in Exhibit B and as depicted on Exhibit C-1, (the "Easement Area"), attached hereto and by this reference incorporated herein. Said easement contains an area of 1,631 square feet, more or less.

Grantee shall have the right to use the Easement Area for the purpose of constructing, repairing and maintaining a wall and appurtenances thereto. This Easement is granted together with the right of access to and from the Easement Area across the Property to enable Grantee to exercise its rights under this Easement.

Grantor shall retain the right to use the Easement Area so long as said use does not interfere with the easement rights conveyed herein and so long as no permanent buildings or structures are erected on said Easement Area.

After completion of construction and installation or any subsequent entry, Grantee shall restore the Property as near as may be to its condition immediately before such construction or entry.

This easement incorporates the terms and conditions of the Master Use Agreement for King County Metro East Base and Bellevue Base, King County Recording No. _____.

This easement shall be a covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

Dated this _____ day of _____, 2023.

GRANTOR:

Accepted and Approved:

GRANTOR: KING COUNTY

By: Anthony Wright

Title: Director, Facilities Management Division

APPROVED BY CUSTODIAL AGENCY

By:
Date:

Title:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[notary acknowledgement follows on next page]

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony Wright signed this instrument and, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it, as the Director of the Facilities Management Division of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ 2023.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

GRANTEE: CITY OF BELLEVUE

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____
Director/Interim Director of Finance &
Asset Management

By: _____
Monica Buck
Assistant City Attorney

Exhibit "A"

Parcel 7261

KING COUNTY TRANSIT EAST

1790 124TH Ave NE

Tax Parcel Number: 2825059205

PARCEL 1, REVISED CITY OF BELLEVUE SHORT PLAT NO. 77-81, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NO. 7912319005, BEING A REVISION OF SHORT PLAT RECORDED UNDER RECORDING NO. 7712130634, RECORDS OF KING COUNTY, WASHINGTON.

Exhibit B

Parcel 7261

Wall Maintenance Easement

1790 124TH AVENUE NE
Tax Parcel Number: 2825059295

That portion of the North 60.0 feet of Parcel 1 of Revised City of Bellevue Short Plat Number 77-81, recorded under King County Recording No. 7912319005 described as follows:

Commencing at the Southwest corner of said North 60.0 feet;

Thence South 88°22'42" East along the South line thereof 45.01 feet to the **Point of Beginning**;

Thence continuing South 88°22'42" East, along said South line, 114.80 feet;

Thence North 01°34'46" East 14.00 feet;

Thence North 88°10'51" West 115.02 feet;

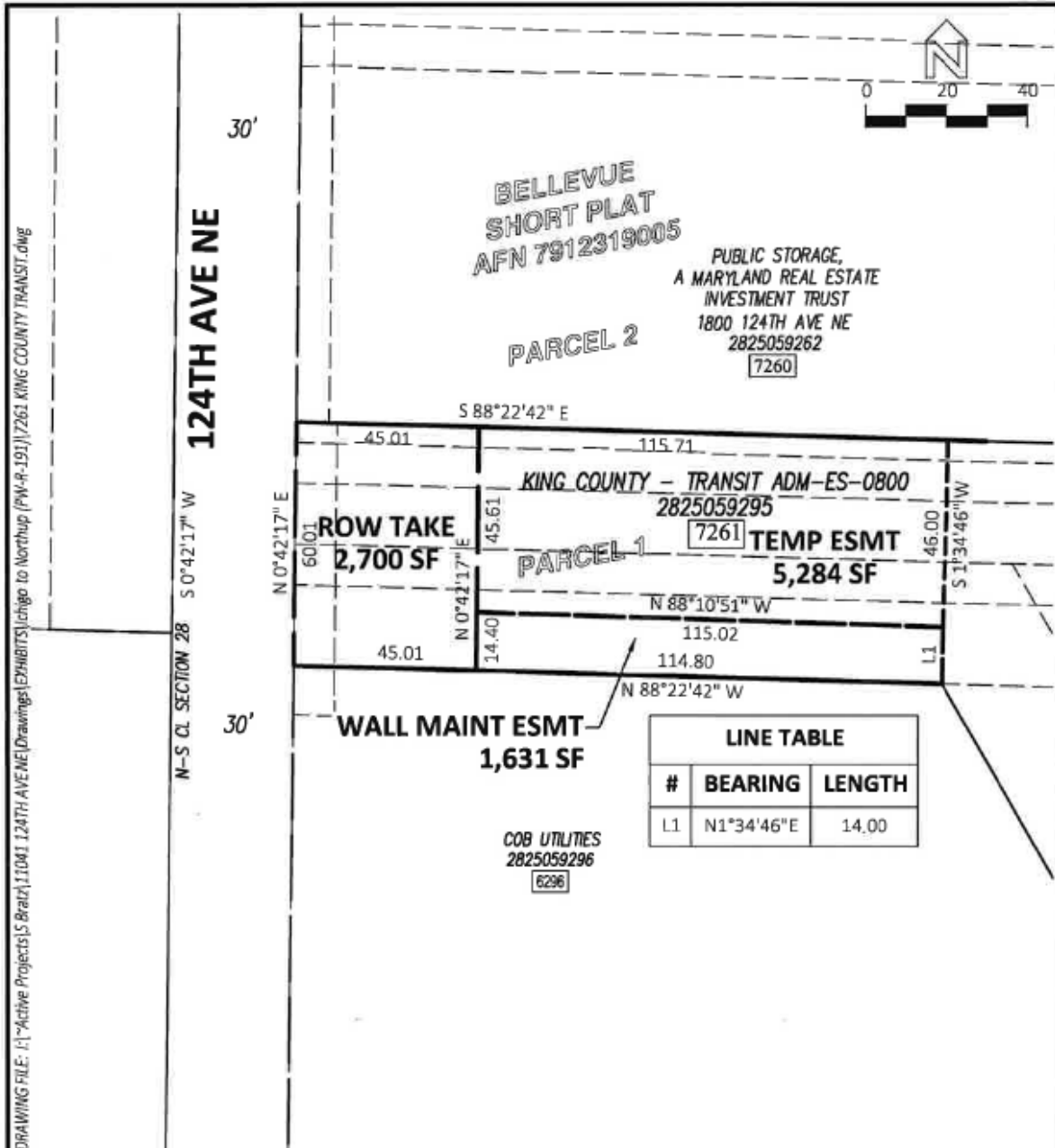
Thence South 00°42'17" West 14.40 feet to the **Point of Beginning**;

Containing 1,631 square feet more or less.

11041_Esmts_PW-R-191_jpw_030921.docx

APPROVED
By DDavidson at 9:57 am, Apr 02, 2021





DRAWING FILE: I:\Active Projects\11041 124TH AVENUE\Drawings\EXHIBITS\chigo to Northup (PW-R-19)\7261 KING COUNTY TRANSIT.dwg

EXHIBIT C-1 APPROVED
By DDavidson at 9:57 am, Apr 02, 2021
PARCEL MAP
 PARCEL 7261, SW NE S28-T25N-R05E, W.M.
 DATE: 3/26/21 DRAWN BY: SBartlett PROJECT: 11041

Land Survey Division
Finance & Asset Management



Certificate Of Completion

Envelope Id: 72BBB8A21F084AA3BB27394142E3510F	Status: Completed
Subject: Complete with DocuSign: Ordinance 19663.docx, Ordinance 19663 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 134	Initials: 0
Certificate Pages: 5	Envelope Originator: Cherie Camp
AutoNav: Enabled	401 5TH AVE
Enveloped Stamping: Enabled	SEATTLE, WA 98104
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216

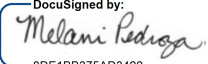
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Signed: 9/6/2023 4:25:52 PM

Electronic Record and Signature Disclosure:

Accepted: 9/6/2023 4:25:36 PM
ID: 686883ef-70f1-4a83-a686-ee499a75f0cd

Melani Pedroza
melani.pedroza@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Accepted: 9/13/2023 11:23:19 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 9/7/2023 7:42:39 AM Viewed: 9/7/2023 9:09:25 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/6/2023 3:01:10 PM
Certified Delivered	Security Checked	9/13/2023 11:23:19 AM
Signing Complete	Security Checked	9/13/2023 11:23:35 AM
Completed	Security Checked	9/13/2023 11:23:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.