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IN THE SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CITY OF SHORELINE, a Washington
municipal corporation,

Petitioner,

v.

THE PHILIPPI PRESBYTERIAN CHURCH
OF SEATTLE, a Washington nonprofit
corporation,

Respondent.

No. 24-2-27955-5 SEA

PETITION FOR CONDEMNATION

Tax Parcel No. 2881700343

1. INTRODUCTION

By this action, the City of Shoreline (“City”) seeks to acquire certain property rights necessary for a bridge project providing a pedestrian and bicycle pathway over Interstate 5. The City, for its Petition, respectfully submits as follows:

2. PARTIES

2.1. Petitioner. The City is a municipal corporation of the State of Washington and is authorized by the laws of the State of Washington, including, but not limited to, RCW 8.12.030 and Chapter 8.12 RCW, to appropriate, condemn, and damage real property for public use.

2.2. Respondent. The Philippi Presbyterian Church of Seattle, a Washington nonprofit corporation, is believed to be the fee simple owner of the real property to be acquired in these proceedings.

1 **3. THE PROPERTY**

2 The City seeks to acquire a partial interest in King County Tax Parcel No. 2881700343,
3 which is legally described as follows:

4 LOT 2, KING COUNTY SHORT PLAT NO. 888038, RECORDED UNDER
5 RECORDING NO. 9003201014, IN KING COUNTY, WASHINGTON.

6 TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND
7 UTILITIES AS DELINATED ON SAID SHORT PLAT AND AMENDED BY
8 AGREEMENT MODIFYING EASEMENT RECORDED UNDER RECORDING
9 NO. 9808171106.

10 Specifically, the City seeks to acquire temporary and permanent easement rights in the above-
11 referenced property. The portions of the property affected by the temporary and permanent
12 easements are legally described in Exhibit 1 to this Petition and incorporated herein by reference
13 (“the Property”).

14 **4. THE ORDINANCE**

15 4.1. The City timely caused notice of its planned final action to authorize condemnation
16 to be mailed and published pursuant to RCW 8.12.005 and RCW 8.25.290.

17 4.2. The City Council adopted Ordinance No. 983 (“Ordinance”) on May 1, 2023. The
18 title of the Ordinance is:

19 AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,
20 AUTHORIZING ACQUISITION OF INTERESTS IN CERTAIN REAL
21 PROPERTY LOCATED ON THE WESTERN SIDE OF INTERSTATE 5 IN THE
22 VICINITY OF 1ST AVENUE NE AND NE 147TH STREET, BY NEGOTIATED
23 VOLUNTARY PURCHASE, UNDER THREAT OF CONDEMNATION, BY
24 CONDEMNATION, OR BY SETTLING CONDEMNATION LITIGATION,
25 FOR THE PURPOSE OF SECURING PROPERTY RIGHTS FOR
26 CONSTRUCTION AND OPERATION OF THE 148TH NON-MOTORIZED
BRIDGE PROJECT; FINDING PUBLIC USE AND NECESSITY;
AUTHORIZING JUST COMPENSATION FROM THE ROAD CAPITAL FUND
AND A FEDERAL GRANT; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.

A complete certified copy of the Ordinance is attached to this Petition as Exhibit 2 and is
incorporated herein by reference.

1 **5. PUBLIC USE**

2 The object and use for which the Property is sought to be taken or damaged is a public
3 object and a public use, *i.e.*, acquisition of real property for a non-motorized bridge project
4 providing a pedestrian and bicycle pathway over Interstate 5 and associated improvements.

5 **6. NECESSITY**

6 It is necessary that the City acquire the property rights identified in the Ordinance and this
7 Petition as contemplated in the Ordinance. The City Council has found that acquisition of a portion
8 of the Property is necessary for the public use of a pedestrian and bicycle pathway crossing over
9 Interstate 5, thereby providing connection to Sound Transit’s Shoreline South/148th Light Rail
10 Station and the City’s expanding pedestrian and bicycle network, including the future “Trail Along
11 the Rail.” This proceeding is brought to obtain an adjudication of public use and necessity for the
12 taking or damaging of the Property and to ascertain the just compensation to be paid for such
13 taking or damaging.

14 **7. IMMEDIATE POSSESSION AND USE**

15 Pursuant to RCW 8.25.070(3), the City and Respondent entered into a Possession and Use
16 Agreement, which has been recorded under King County as Instrument No. 20240423000533. A
17 copy of the Possession and Use Agreement is attached as Exhibit 3 to this Petition and is
18 incorporated herein by reference.

19 **8. RELIEF REQUESTED**

20 Wherefore, the City requests the following relief from the Court:

21 8.1. An order adjudicating that the use for which the Property is sought is a public use
22 and that acquisition of the Property is necessary;

23 8.2. Directing that a jury be summoned and called in the manner provided by law to
24 ascertain the just compensation to be paid for the property rights described herein, unless a jury be
25 waived, in which case the same determination shall be made by the Court, sitting without a jury;

EXHIBIT 1

POSSESSION AND USE AGREEMENT

EXHIBIT A

PIN: 2881700343

THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE

Grantor's Parcel:

LOT 2, KING COUNTY SHORT PLAT NO. 888038, RECORDED UNDER RECORDING NO. 9003201014, IN KING COUNTY, WASHINGTON;
TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON SAID SHORT PLAT AND AMENDED BY AGREEMENT MODIFYING EASEMENT RECORDED UNDER RECORDING NO. 9808171106.

Rights to be acquired in Permanent Trail Easement Area:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS 'GRANTOR'S PARCEL') DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE NORTH LINE THEREOF, S88°08'26"E A DISTANCE OF 213.33 FEET;
THENCE LEAVING SAID NORTH LINE, S01°44'51"W A DISTANCE OF 12.20 FEET;
THENCE S64°14'19"W A DISTANCE OF 12.98 FEET;
THENCE N89°32'55"W A DISTANCE OF 20.43 FEET;
THENCE N36°24'23"W A DISTANCE OF 10.09 FEET;
THENCE N89°25'00"W A DISTANCE OF 3.09 FEET;
THENCE N88°23'12"W A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A CURVE,
CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1012.00 FEET;
THENCE WESTERLY TO THE RIGHT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF 03°04'58", AN ARC DISTANCE OF 54.45 FEET;
THENCE N85°18'13"W A DISTANCE OF 46.54 FEET TO THE WEST LINE OF SAID
GRANTOR'S PARCEL;
THENCE ALONG SAID WEST LINE, N00°01'40"W A DISTANCE OF 7.64 FEET TO THE
POINT OF BEGINNING.

CONTAINING 2,455 SQUARE FEET, MORE OR LESS.

POSSESSION AND USE AGREEMENT

Rights to be acquired in Temporary Construction Easement Area:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS 'GRANTOR'S PARCEL') DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE NORTH LINE THEREOF, S88°08'26"E A DISTANCE OF 213.33 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, S88°08'26"E A DISTANCE OF 49.42 FEET TO THE EAST LINE OF SAID GRANTOR'S PARCEL;
THENCE ALONG SAID EAST LINE, S15°25'00"E A DISTANCE OF 277.93 FEET TO THE SOUTH LINE OF SAID GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE, N88°10'19"W A DISTANCE OF 22.64 FEET;
THENCE LEAVING SAID SOUTH LINE, N15°15'00"W A DISTANCE OF 198.17 FEET;
THENCE N88°08'26"W A DISTANCE OF 134.35 FEET;
THENCE N01°46'23"E A DISTANCE OF 63.00 FEET;
THENCE N88°08'26"W A DISTANCE OF 129.47 FEET TO THE WEST LINE OF SAID GRANTOR'S PARCEL;
THENCE ALONG SAID WEST LINE, N00°01'40"W A DISTANCE OF 5.37 FEET;
THENCE LEAVING SAID WEST LINE, S85°18'13"E A DISTANCE OF 46.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1012.00 FEET;
THENCE SOUTHEASTERLY TO THE LEFT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°04'58", AN ARC DISTANCE OF 54.45 FEET;
THENCE S88°23'12"E A DISTANCE OF 70.92 FEET;
THENCE S89°25'00"E A DISTANCE OF 3.09 FEET;
THENCE S36°24'23"E A DISTANCE OF 10.09 FEET;
THENCE S89°32'55"E A DISTANCE OF 20.43 FEET;
THENCE N64°14'19"E A DISTANCE OF 12.98 FEET;
THENCE N01°44'51"E A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,453 SQUARE FEET, MORE OR LESS.

POSSESSION AND USE AGREEMENT

Rights to be acquired in Temporary Construction Easement Area for Access:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS 'GRANTOR'S PARCEL') DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE WEST LINE THEREOF, S00°01'40"E A DISTANCE OF 13.01 FEET TO
THE POINT OF BEGINNING;
THENCE LEAVING SAID WEST LINE, S88°08'26"E A DISTANCE OF 129.47 FEET;

THENCE S01°46'23"W A DISTANCE OF 28.00 FEET;
THENCE N88°08'26"W A DISTANCE OF 60.78 FEET;
THENCE S01°51'34"W A DISTANCE OF 10.00 FEET;

THENCE N88°08'26"W A DISTANCE OF 67.48 FEET TO THE WEST LINE OF SAID
GRANTOR'S PARCEL;
THENCE ALONG SAID WEST LINE, N00°01'40"W A DISTANCE OF 38.02 FEET TO THE
POINT OF BEGINNING.

CONTAINING 4,289 SQUARE FEET, MORE OR LESS.

EXHIBIT 2

ORDINANCE NO. 983

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING ACQUISITION OF INTERESTS IN CERTAIN REAL PROPERTY LOCATED ON THE WESTERN SIDE OF INTERSTATE 5 IN THE VICINITY OF 1ST AVENUE NE AND NE 147TH STREET, BY NEGOTIATED VOLUNTARY PURCHASE, UNDER THREAT OF CONDEMNATION, BY CONDEMNATION, OR BY SETTLING CONDEMNATION LITIGATION, FOR THE PURPOSE OF SECURING PROPERTY RIGHTS FOR CONSTRUCTION AND OPERATION OF THE 148TH NON-MOTORIZED BRIDGE PROJECT; FINDING PUBLIC USE AND NECESSITY; AUTHORIZING JUST COMPENSATION FROM THE ROAD CAPITAL FUND AND A FEDERAL GRANT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has an obligation to provide for a transportation system that serves its residents in a safe and efficient manner; and

WHEREAS, the 148th Non-Motorized Bridge will provide a pedestrian and bicycle pathway crossing over Interstate 5, thereby providing connection to Sound Transit's Shoreline South/148th Light Rail Station and the City's expanding pedestrian and bicycle network, including the future "Trail Along the Rail," without pedestrians and bicyclists interacting with motor vehicles; and

WHEREAS, the City Council finds that acquisition of permanent and temporary easements over the properties located within the City generally depicted and described in Exhibit A, attached hereto (the "Acquired Easements"), are necessary for the construction and future operation of the 148th Non-Motorized Bridge Property; and

WHEREAS, just compensation for the Acquired Easements can be funded with Road Capital Funds and the Transportation Alternatives Program, a federal grant; and

WHEREAS, there will be sustained efforts to negotiate with the owners of the Acquired Easements, and eminent domain action will be taken judiciously after reasonable efforts to reach a negotiated settlement with the owners; and

WHEREAS, in the event that negotiated acquisition of the Acquired Easements is not fully successful, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, the owners of the Acquired Easements were given notice according to state statute that this condemnation Ordinance was included for discussion by the City Council at its April 17, 2023 meeting and for final action at its May 1, 2023 meeting, and were afforded an opportunity to submit comment at or for those meetings; and

WHEREAS, the City has provided notice of the adoption of this Ordinance in the manner set forth in RCW 8.12.005 and 8.25.290; and

WHEREAS, the City has the power to acquire lands through eminent domain for the purpose of providing for streets, approaches, and bridges; and

WHEREAS, acquisition of the Acquired Easement is categorically exempt from SEPA review under WAC 197-11-800(5)(a);

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Condemnation Authorized. The City Manager is hereby authorized to take necessary steps to acquire all necessary property interests in the land located within the City of Shoreline, County of King, State of Washington, depicted and legally described in Exhibit A attached hereto and by this reference incorporated herein (the “Acquired Easements”) which is necessary for the public use of a pedestrian and bicyclist bridge over Interstate 5 to provide non-motorized connection, and is hereby condemned, appropriated and taken for such public use, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

The City Manager or designee is hereby authorized and directed to execute all documents for the acquisition of all interests for the Acquired Easements and bring proceedings in the manner provided for by law to condemn, take, damage, and appropriate the Acquired Easement described in this Ordinance pursuant to the powers granted to the City of Shoreline including RCW 35A.64.200 and Chapters 8.12 and 8.25 RCW. This authorization includes the right to condemn all reversionary interests, easements, and options in said Acquired Easements.

The City Attorney is authorized to begin and prosecute legal proceedings in the manner provided by the law to purchase, condemn, take, appropriate, and otherwise acquire the interests and property rights and privileges necessary to carry out the purposes of this Ordinance. The City Attorney is also authorized to make minor amendments to any property descriptions or maps of the properties, generally depicted on the attached Exhibit A, as may become necessary to correct scrivener’s errors or to conform the legal description to the precise boundaries of the Acquired Easements.

Section 2. Finding of Public Use and Necessity. The Shoreline City Council finds that the acquisition of the Acquired Easements is for a public use and purpose, to-wit: to provide for the construction and future operation of a non-motorized bridge over Interstate 5 so as to provide a pedestrian and bicyclist connection to transit and the City’s non-motorized trail network. The City Council further finds the properties generally depicted in Exhibit A are necessary for the proposed public use and for the benefit of the public. The Whereas clauses set forth above are hereby incorporated into and made part of the Council’s findings.

Section 3. Compensation. Compensation to be paid to the owners of the Acquired Easements identified in Section 1, above, and costs and expenses of litigation authorized by this Ordinance, shall be paid from the City’s Roads Capital Fund and the Transportation Alternative Program.

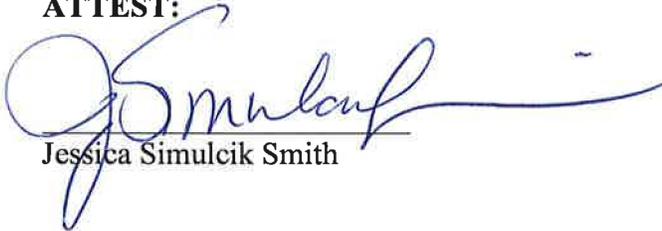
Section 4. Effective Date and Publication. A summary of this Ordinance consisting of the title shall be published in the official newspaper and the Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON MAY 1, 2023.



Mayor Keith Scully

ATTEST:



Jessica Simulcik Smith

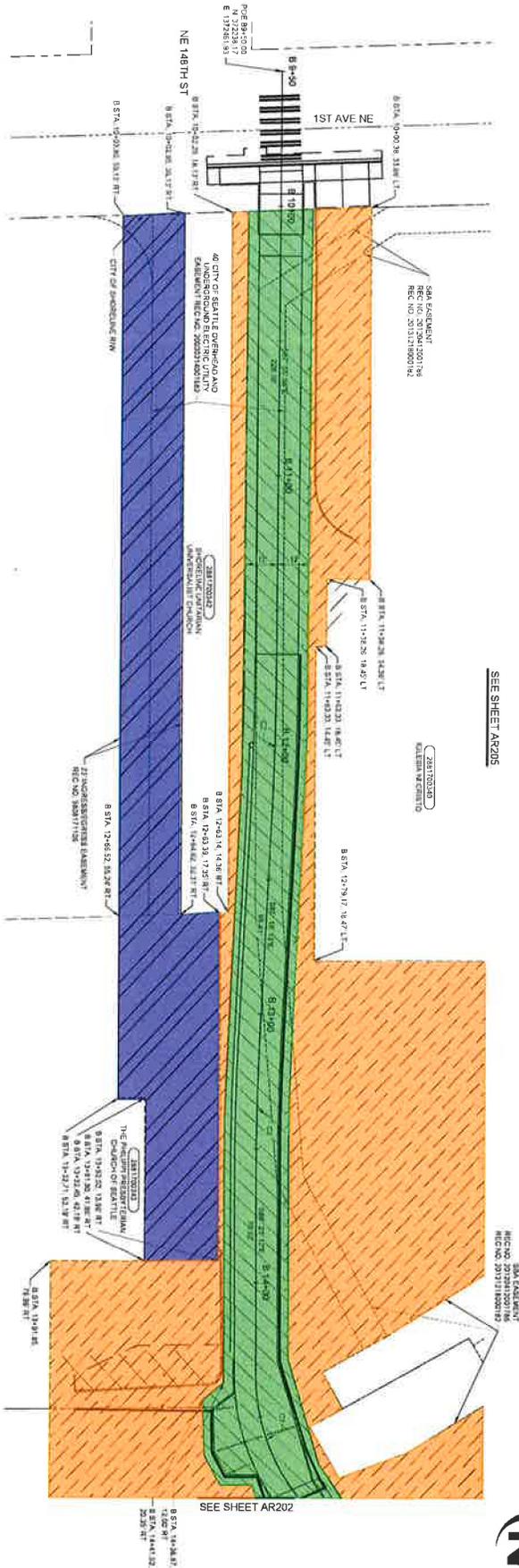
APPROVED AS TO FORM:



Margaret J. King
City Attorney

Publication Date: May 4, 2023

Effective Date: May 9, 2023



CURVE #	STATION	BEARING AT P.C.	BEARING AT P.T.	DELTA	RADIUS	TANGENT	LENGTH
C1	8+14+58.66	37221.28	137268.51	007°17'45"	74.86'	22.07'	42.30'
C2	8+17+41.13	37229.94	137268.97	007°17'45"	1000.00'	22.39'	48.89'
C3	8+17+46.38	37229.24	137270.88	007°18'00"	1000.00'	36.81'	53.81'

PARCEL ID AREA TAKEN FROM COUNTY ASSESSOR RECORDS	OWNERS	PACEL AREA SQ. FT.	R/W	REMANENCE SQ. FT.	TRAIL EASEMENT SQ. FT.	TOTAL CONSTRUCTION SQ. FT.
28170210	THE FACILITY PRESERVATION CHURCH OF SEATTLE	79,794'	74.86'	74,794'	2,455'	4,282.27'
28170240	WELLES V4 CHURCH	19,214'	19,214'	19,214'	10,719'	8,097.27'
28170240	SHORELINE UNITARIAN UNIVERSALIST CHURCH	48,132'	48,132'	48,132'	1,333'	5,893 ACCESS'

LEGEND

- TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT ACCESS
- PROPOSED TRAIL EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING NON-CENTRAL LINE
- EXISTING PROPERTY LINE
- EXISTING BUILDING OUTLINE
- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT ACCESS

SCALE IN FEET: 0, 10, 20, 40

CITY OF SHORELINE

148TH STREET NON-MOTORIZED BRIDGE

PHASE I

ALIGNMENT / RIGHT OF WAY PLAN

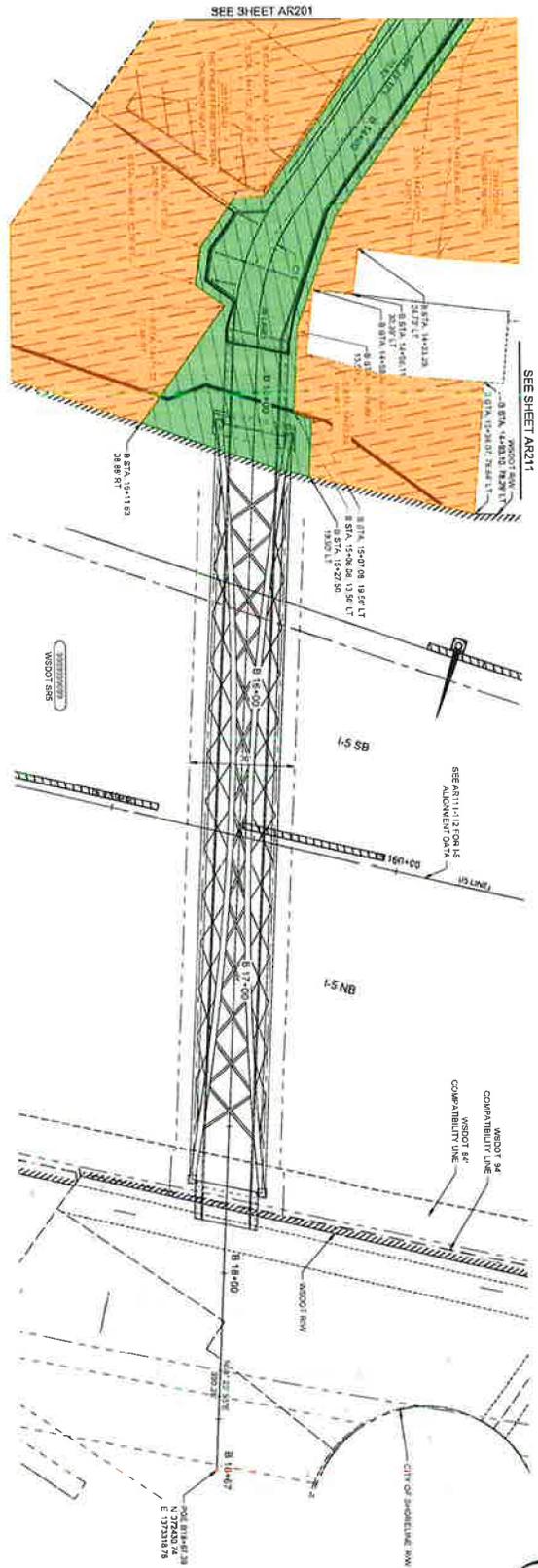
811 Know what's below. Call before you dig.

Logos: CITY OF SHORELINE, F & A, kprff

Drawn by: AA
Design by: AL
Check by: JB
Proj Mgr: JB

Drawing No: AR201
Project No: 9263
Fed Aid No: 09/27/2022
Date: 09/27/2022
Sheet No: CF

ORIGINAL



* PARCEL ID: AREA 1/4 EN FROM CO. JUV. ASSOCIATION RECORDS

PARCEL NO. (TAX ACCT. NO.)	OWNERS	PARCEL AREA SQ. FT.	R/W	REMANU. ID. FT.	TOTAL ACRES/ SQ. FT.	TEMPORARY CONSTRUCTION SQ. FT.
288170A4	T-2 INCORP. PRESBITERIAN CHURCH OF SHORELINE	SEE SHEET AR201				
288170B4	WALTER W. GIBBITO	SEE SHEET AR201				

NOTE
1. FOR BALANCE CURVE DATA SEE SHEET AR201

LEGEND

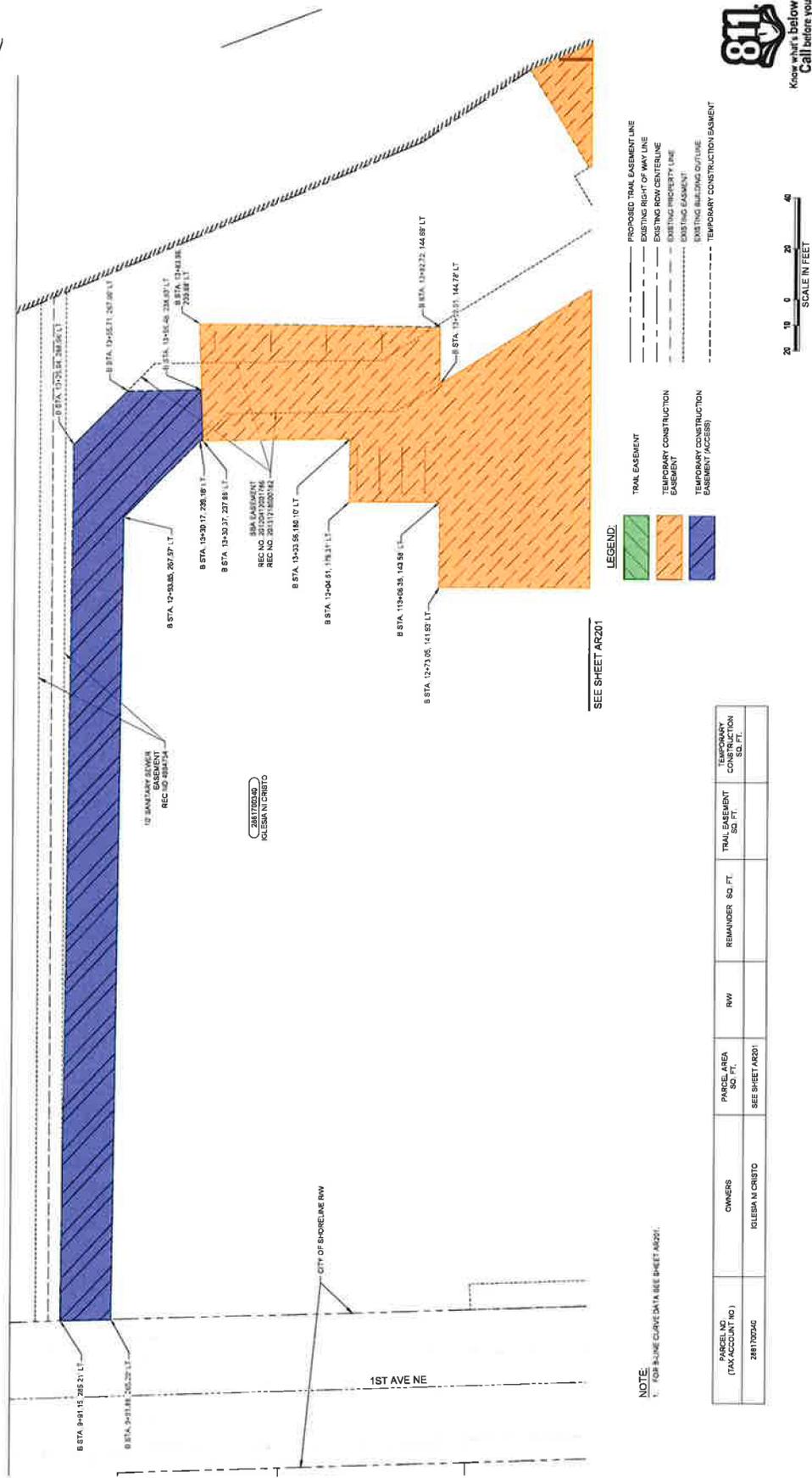
- FINAL DASEMENT
- TEMPORARY CONSTRUCTION DASEMENT
- TEMPORARY CONSTRUCTION DASEMENT (ACCESS)
- PROPOSED TRAIL, EXISTENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING ROW CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING EASEMENT OUTLINE
- TEMPORARY CONSTRUCTION DASEMENT

20 15 0 20 40
SCALE IN FEET

ELEVATION DESCRIPTION	BY	APP	DATE					DRAWN BY: AA DESIGN BY: AL CHECK BY: JB PROJ. MGR: JB	CITY OF SHORELINE 148TH STREET NON-MOTORIZED BRIDGE PHASE I ALIGNMENT / RIGHT OF WAY PLAN	DRAWING NO.: AR202 PROJECT NO.: 9263 FED. AID NO.: 092J02022 DATE: _____ SHEET NO.: _____ OF _____
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ORIGINAL



PARCEL NO. (TAX/ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	R/W	REMAINDER SQ. FT.	TRAIL EASEMENT SQ. FT.	TEMPORARY CONSTRUCTION SQ. FT.
28170024C	IOLESA M. CRISTO	SEE SHEET AR201				

NOTE:
1. FOR POLYLINE CURVE DATA SEE SHEET AR201.

SEE SHEET AR201

LEGEND:

- TRAIL EASEMENT (Green hatching)
- TEMPORARY CONSTRUCTION EASEMENT (Orange hatching)
- TEMPORARY CONSTRUCTION EASEMENT (ACCESS) (Blue hatching)
- PROPOSED TRAIL EASEMENT LINE (Dashed line)
- EXISTING RIGHT OF WAY LINE (Solid line)
- EXISTING ROW CENTERLINE (Dashed line)
- EXISTING PROPERTY LINE (Dotted line)
- EXISTING EASEMENT LINE (Dotted line)
- EXISTING EASEMENT (Dotted line)
- TEMPORARY CONSTRUCTION EASEMENT (Dashed line)



DRAWING NO.	AR205
PROJECT NO.	5263
FED AID NO.	
DATE:	09/20/2022
SHEET NO.	OF

CITY OF SHORELINE
148TH STREET NON-MOTORIZED BRIDGE
 PHASE I
 ALIGNMENT / RIGHT OF WAY PLAN

DRAWN BY	AA
DESIGN BY	AL
CHECK BY	JB
PROJ. MGR	JB



MARK	REVISION DESCRIPTION	BY	DATE

EXHIBIT 3

After recording return document to:

City of Shoreline
Public Works – Capital Projects
17500 Midvale Ave. North
Shoreline, WA 98133-4905

Document Title: Possession and Use Agreement
Grantor(s): Philippi Presbyterian Church of Seattle
Grantee(s): City of Shoreline
Legal Description: Lot 2, KC S.P. NO. 888038, rec. no. 900320101
Additional Legal Description is on Pages 4-6 of Document.
Assessor's Tax Parcel Number: 288170-0343-01

POSSESSION AND USE AGREEMENT

148th Street Non-Motorized Bridge Phase II

This AGREEMENT is made and entered into by and between the **City of Shoreline, Washington, a municipal corporation of the State of Washington**, hereinafter referred to as the "City", and **Philippi Presbyterian Church of Seattle**, hereinafter referred to as the "Owner":

WITNESSETH

WHEREAS, the City affirms that temporary and permanent easement rights in the Owner's real estate described herein is required by the City for immediate construction of 148th Non-Motorized Bridge project ("Project").

AND WHEREAS, the City affirms that any delay in its construction program for the Project is contrary to the public interest;

AND WHEREAS, the City has made a firm and continuing offer to pay the amount of TWO HUNDRED AND THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$234,000.00) for the purchase ("City's Offer") of the following described real property ("Property") situated in

POSSESSION AND USE AGREEMENT

King County, in the State of Washington:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof

AND WHEREAS, the Owner has received an appraisal prepared by a licensed professional that is significantly higher than the City's Offer as just compensation for the Property;

AND WHEREAS, the Owner and the City require additional time to negotiate the significant difference in the just compensation amount for the Property;

NOW THEREFORE, pending such negotiations, for and in consideration of the payment of said offer, the Owner hereby grant to the City a right to possess and use the Property and the parties further agree that:

1. The Project is for a public purpose, that there is public use and necessity for the City's acquisition of the Property, and that the City is acquiring the Property under threat of condemnation pursuant to Washington State law.
2. The City will issue payment to the Owner in the amount of the City's Offer. Upon payment of the total amount of the City's Offer, the City shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Property.
3. Execution of this Agreement shall not waive Owner's right to seek compensation for the Property above and beyond the amount of the City's Offer pursuant to Washington State law, and neither shall this Agreement, nor the basis therefore, be construed as an admission of fair market value or just compensation for the Property by any of the parties named herein.
4. If it becomes necessary for the City to institute condemnation proceedings, the Owner has no objection to the City entering an Order Adjudicating Public Use, as provided by RCW 8.25.070(3), and agrees that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.25.090, which, by this reference, are incorporated herein as if fully set forth. Owner's execution and delivery to the City of, and performance of its obligations under, this Agreement satisfies the statutory requirements of RCW 8.25.070(3) and that Owner may, if other requirements of RCW 8.25.070 are met, be entitled to an award of fees and costs pursuant to that statute if this matter

POSSESSION AND USE AGREEMENT

proceeds to trial.

5. The date of value for the determination of just compensation to be paid for the Property shall be the date of the City's payment of the City's Offer to Owner. Interest shall be awarded on the difference, if any, between the City's Offer and the final award of just compensation for the Property as mutually agreed upon by the parties or as determined at trial by the court or jury, as the case may be. Interest, if any, shall be calculated at a rate of seven percent (7%) per annum from the date of payment of the City's Offer until the date of payment of the final award of just compensation for the Property.
6. The Owner hereby waives the requirement of a written notice to move, as provided by RCW 8.26.180, and will surrender possession of the Property to the City not later than the date of receipt of payment of the City's Offer.
7. Owner and the City shall continue negotiations in good faith regarding the just compensation to which Owner is entitled for the Property.
8. The City shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from the City's possession and use of the Property as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty, except for those arising out of Owner's sole negligence.

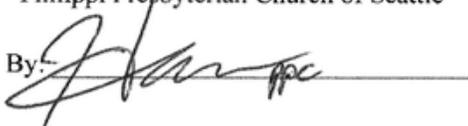
POSSESSION AND USE AGREEMENT

It is understood and agreed that delivery of this Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Shoreline unless and until accepted and approved hereon in writing for the City Manager of the City of Shoreline.

Dated: _____, _____

OWNER:

Philippi Presbyterian Church of Seattle

By: 

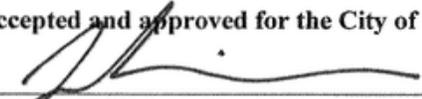
Its: Elder

Name: Han J. Kim

CITY:

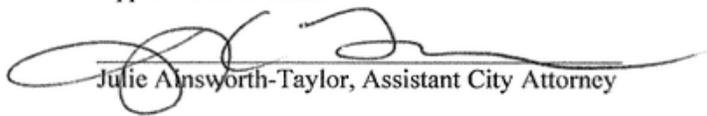
Accepted and approved for the City of Shoreline:

Date: 3-28-24


Bristol Ellington, City Manager

John Norris, Acting City Mgr.

Approved as to form:


Julie Ainsworth-Taylor, Assistant City Attorney

POSSESSION AND USE AGREEMENT

EXHIBIT A

PIN: 2881700343

THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE

Grantor's Parcel:

LOT 2, KING COUNTY SHORT PLAT NO. 888038, RECORDED UNDER RECORDING NO. 9003201014, IN KING COUNTY, WASHINGTON;
TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON SAID SHORT PLAT AND AMENDED BY AGREEMENT MODIFYING EASEMENT RECORDED UNDER RECORDING NO. 9808171106.

Rights to be acquired in Permanent Trail Easement Area:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS 'GRANTOR'S PARCEL') DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE NORTH LINE THEREOF, S88°08'26"E A DISTANCE OF 213.33 FEET;
THENCE LEAVING SAID NORTH LINE, S01°44'51"W A DISTANCE OF 12.20 FEET;
THENCE S64°14'19"W A DISTANCE OF 12.98 FEET;
THENCE N89°32'55"W A DISTANCE OF 20.43 FEET;
THENCE N36°24'23"W A DISTANCE OF 10.09 FEET;
THENCE N89°25'00"W A DISTANCE OF 3.09 FEET;
THENCE N88°23'12"W A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A CURVE,
CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1012.00 FEET;
THENCE WESTERLY TO THE RIGHT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF 03°04'58", AN ARC DISTANCE OF 54.45 FEET;
THENCE N85°18'13"W A DISTANCE OF 46.54 FEET TO THE WEST LINE OF SAID
GRANTOR'S PARCEL;
THENCE ALONG SAID WEST LINE, N00°01'40"W A DISTANCE OF 7.64 FEET TO THE
POINT OF BEGINNING.

CONTAINING 2,455 SQUARE FEET, MORE OR LESS.

POSSESSION AND USE AGREEMENT

Rights to be acquired in Temporary Construction Easement Area:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS 'GRANTOR'S PARCEL') DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE NORTH LINE THEREOF, S88°08'26"E A DISTANCE OF 213.33 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, S88°08'26"E A DISTANCE OF 49.42 FEET TO THE EAST LINE OF SAID GRANTOR'S PARCEL;
THENCE ALONG SAID EAST LINE, S15°25'00"E A DISTANCE OF 277.93 FEET TO THE SOUTH LINE OF SAID GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE, N88°10'19"W A DISTANCE OF 22.64 FEET;
THENCE LEAVING SAID SOUTH LINE, N15°15'00"W A DISTANCE OF 198.17 FEET;
THENCE N88°08'26"W A DISTANCE OF 134.35 FEET;
THENCE N01°46'23"E A DISTANCE OF 63.00 FEET;
THENCE N88°08'26"W A DISTANCE OF 129.47 FEET TO THE WEST LINE OF SAID GRANTOR'S PARCEL;
THENCE ALONG SAID WEST LINE, N00°01'40"W A DISTANCE OF 5.37 FEET;
THENCE LEAVING SAID WEST LINE, S85°18'13"E A DISTANCE OF 46.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1012.00 FEET;
THENCE SOUTHEASTERLY TO THE LEFT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°04'58", AN ARC DISTANCE OF 54.45 FEET;
THENCE S88°23'12"E A DISTANCE OF 70.92 FEET;
THENCE S89°25'00"E A DISTANCE OF 3.09 FEET;
THENCE S36°24'23"E A DISTANCE OF 10.09 FEET;
THENCE S89°32'55"E A DISTANCE OF 20.43 FEET;
THENCE N64°14'19"E A DISTANCE OF 12.98 FEET;
THENCE N01°44'51"E A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,453 SQUARE FEET, MORE OR LESS.

POSSESSION AND USE AGREEMENT

Rights to be acquired in Temporary Construction Easement Area for Access:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS 'GRANTOR'S PARCEL') DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE WEST LINE THEREOF, S00°01'40"E A DISTANCE OF 13.01 FEET TO
THE POINT OF BEGINNING;
THENCE LEAVING SAID WEST LINE, S88°08'26"E A DISTANCE OF 129.47 FEET;

THENCE S01°46'23"W A DISTANCE OF 28.00 FEET;
THENCE N88°08'26"W A DISTANCE OF 60.78 FEET;
THENCE S01°51'34"W A DISTANCE OF 10.00 FEET;

THENCE N88°08'26"W A DISTANCE OF 67.48 FEET TO THE WEST LINE OF SAID
GRANTOR'S PARCEL;
THENCE ALONG SAID WEST LINE, N00°01'40"W A DISTANCE OF 38.02 FEET TO THE
POINT OF BEGINNING.

CONTAINING 4,289 SQUARE FEET, MORE OR LESS.

Resolution of Signing Authority

THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE is determined to grant signing and authority to certain person(s) described hereunder.

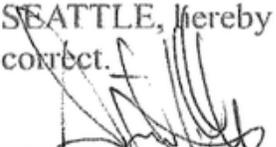
RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the Church all matters related to the city of Shoreline.

Name: Han J. Kim
Position/Title: Secretary/Treasurer
Telephone Number: 206-407-7131
Email Address: hanjkim2@gmail.com

There are three governors. The governors are: Dan Choe, Han J. Kim and Chulu Ko.

This resolution has been approved by the Board of Directors of THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE on March 24th, 2024.

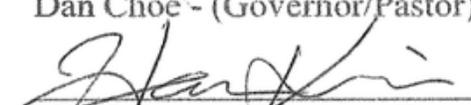
I, as authorized by THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE, hereby certify and attest that all the information above is true and correct.



Dan Choe - (Governor/Pastor)

3/26/24

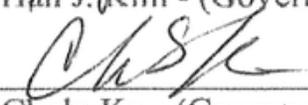
Date



Han J. Kim - (Governor/Elder)

3/24/2024

Date



Chulu Ko - (Governor/Elder)

3/24/24

Date