

Turnback Agreement (Non-standard /Construction Completed)			City or County and Address
			City of Bellevue 450 110th Ave NE P.O. Box 90012 Bellevue, WA 98009
Agreement Number TB1-0255			
State Route Number 520	Control Section 1757	Region Northwest	Section / Location SR 520 Lake Washington to SR 405 Vicinity, Sheet 15

THIS AGREEMENT is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Bellevue, hereinafter the "Local Agency" collectively the "Parties" and individually the "Party."

Recitals

WSDOT has completed the construction or improvement of a section of the state route as identified above, hereinafter referred to as the "Project."

WSDOT has acquired and/or is in the process of acquiring right-of-way needed to construct, reconstruct, or rearrange the state route and/or certain streets or roads, frontage roads, access roads, intersections, ramps, crossings, and/or other roadway features, hereinafter referred to as "Roadway Facilities."

Upon completion of the Project certain right-of-way and Roadway Facilities, as shown on Exhibit A, attached hereto and made a part hereof, will require maintenance, operation, and ownership transfer from WSDOT to the Local Agency.

WSDOT and Local Agency enter into this Agreement to identify the process of Roadway Facilities and right-of-way maintenance, operation, and ownership transfer.

Now, Therefore, pursuant to RCW 39.75.090 and/or RCW 47.52.210, It Is Mutually Agreed As Follows:

1. Acceptance, and Transfer of Operation and Maintenance

1.1 The Local Agency, by signing this Agreement, immediately accepts responsibility for the right of way and Roadway Facilities as identified in Exhibit A and relieves WSDOT from all responsibilities for the operation, maintenance, and reconstruction of the right of way and its Roadway Facilities until such time as the full ownership of the right of way and Roadway Facilities are conveyed by deed pursuant to Section 2.

1.2 The Local Agency agrees to accept ownership of the right of way and Roadway Facilities as shaded, where applicable, on Exhibit A, as follows:

Red Indicates access control and access rights to be retained by WSDOT

Blue (light) Indicates Roadway Facilities and right of way to be conveyed in fee to the Local Agency

Yellow Indicates easements to be conveyed to the Local Agency

Green Indicates Roadway Facilities and right of way to be conveyed in fee to the Local Agency subject to easements(s)

2. Recorded Conveyance

- 2.1 Within one year following the execution of this Agreement, WSDOT will furnish the Local Agency with a recordable conveyance of right of way, including the Roadway Facilities constructed thereon, as shown on the plans marked Exhibit A. The conveyance will be recorded pursuant to RCW 65.08.095. The Parties agree that sections 2.2, 2.3, and 2.4 herein shall be included in the conveyance document.
- 2.2 The Local Agency understands and agrees that the above-referenced property is transferred for road and street purposes only. The Local Agency shall not vacate, sell, rent or use the property (or any portion thereof) for non-transportation uses without first obtaining the WSDOT's prior written approval. The Local Agency agrees on behalf of itself and its successors or assigns, not to revise either the right of way lines or the access control without first obtaining WSDOT's prior written approval. Should WSDOT authorize the vacation, sale, rental or use of the property (or any portion thereof) for non-transportation uses, the Local Agency agrees at its cost to determine by appraisal the fair market value/economic rent of the property (or any portion thereof), and the Local Agency and state of Washington agree to proportionally share in the value of the property in the same proportion as the purchase costs were shared.
- 2.3 The Local Agency agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the right of way and Roadway Facilities to be conveyed.
- 2.4 Limited Access Highway - The Local Agency understands and agrees that WSDOT is retaining ownership of all rights of ingress and egress, to, from and between the above referenced state highway route and/or Roadway Facilities and the properties abutting said state highway route and/or Roadway Facilities, including all rights of access, light, view and air, and access control as shown by the access prohibition symbol and as shaded pursuant to Section 1.2, above, along the above referenced state route and/or Roadway Facilities right of way and along abutting properties on the right of way access plans marked as Exhibit A. The Local Agency, its successors or assigns, shall have no right of ingress or egress between the above referenced state route and abutting properties, or the state route and the lands herein conveyed that show the access prohibition symbol and as shaded pursuant to Section 1.2, above. The Local Agency, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of the above referenced state route and/or Roadway Facilities.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

Local Agency	Washington State Department of Transportation
Signature:_____	Signature:_____
By:_____	By: _____ Denise Cieri, P.E.
Print Name	
Title:_____	Title:_____ SR 520 Program Administrator
Date:_____	Date:_____

Approved As To Form	Approved As To Form
Signature:_____	Signature:_____
By:_____	By:_____ Mark Schumock
Print Name	
Title:_____	Title:_____ Assistant Attorney General
Date:_____	Date:_____