

Attachment C

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed (Access Rights Only)

Reference Number of Related Document: 7908020742

Grantor: City of Bellevue

Grantee: State of Washington, Department of Transportation

Legal Description: Ptns of NE¹/₄SE¹/₄ of Section 9; NW¹/₄SW¹/₄, NE¹/₄SW¹/₄, NW¹/₄SE¹/₄ and NE¹/₄SE¹/₄ of Section 10; and SE¹/₄SW¹/₄, NW¹/₄SW¹/₄, NE¹/₄SW¹/₄, SW¹/₄SW¹/₄, NW¹/₄SE¹/₄ and SW¹/₄SE¹/₄ of Section 11, all in T24N, R5E, WM, King County

Additional Legal Description is on Pages 1 and 2 of Document.

Assessor's Tax Parcel Number: N/A; access rights only

QUITCLAIM DEED (ACCESS RIGHTS ONLY)

State Route 90, E. Channel Bridge to Richards Road
State Route 90, Richards Road to Lake Sammamish

The Grantor, CITY OF BELLEVUE, a municipal corporation of the State of Washington, for and in consideration of Grantee State's resumption of enforcement and preservation of access and right of way encroachment control (amending Agreement GM 846 & GM 849, dated July 3, 1975 and September 11, 1975), hereby conveys and quitclaims to the **State of Washington, acting by and through its Department of Transportation**, Grantee, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between State Route 90 ("Access Rights"), as originally conveyed to the City of Bellevue in that certain Quit Claim Deed recorded under King County Auditor's File No. 7908020742, excepting that portion of limited access that was later modified by Letter dated June 2, 1995, and subsequent Plan Revision dated June 30, 1995, lying within the northeast quarter of the southeast quarter of Section 9; the northwest quarter of the southwest quarter, the northeast quarter of the southwest quarter, the northwest quarter of the southeast quarter, and the northeast quarter of the southeast quarter of Section 10; and the northwest

QUITCLAIM DEED — Access Rights Only

quarter of the southwest quarter, the southeast quarter of the southwest quarter, the northeast quarter of the southwest quarter, the southwest quarter of the southwest quarter, the northwest quarter of the southeast quarter, and the southwest quarter of the southeast quarter of Section 11; all in Township 24 North, Range 5 East, W.M. in King County, Washington and any after acquired interest therein.

The specific details concerning all of which are to be found on Sheet 6 on that certain plan entitled SR 90, E. Channel Bridge to Richards Rd and on Sheets 3, 4, 5, 6, and 7 of that certain plan entitled SR 90, Richards Road to Lake Sammamish, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval June 12, 1969.

Grantor acknowledges that during the period of its ownership of the Access Rights it was legally required to protect the Access Rights, which included prohibiting access between the property conveyed therein and the adjacent Grantee-owned property (SR 90). As part consideration for this conveyance, in the event Grantor conveyed or allowed any access rights to third parties during Grantor's ownership of the Access Rights, Grantor shall reimburse WSDOT for all reasonable costs and expenses incurred by WSDOT to reacquire the rights conveyed. Such costs and expenses include, but are not limited to, the cost to purchase the access right, administrative costs, and the costs of litigation (if any). The Grantee shall provide written notice to Grantor of its intent to pursue such reacquisition in advance of making an offer to such third party, and following such reacquisition, Grantee shall provide a detailed invoice to the City for the costs incurred by Grantee. Grantor agrees to make payment to the Grantee within thirty (30) calendar days from the date of delivery of the invoice to Grantor. In addition, the Grantor shall make available, at no cost to the Grantee, all personnel, employees, and agents of Grantor, as well as all records and documents reasonably necessary for Grantee to reestablish access control.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, 2020

CITY OF BELLEVUE,
a municipal corporation

QUITCLAIM DEED — Access Rights Only

By: _____
Toni Call, Finance and Asset Management Director

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

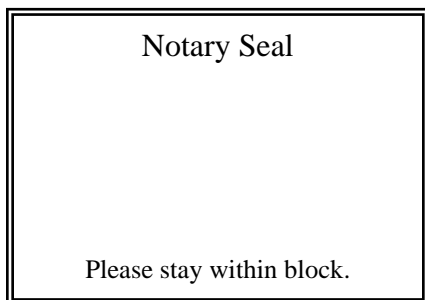
By: _____
Hal Wolfe, Northwest Region
Real Estate Services Manager,
Authorized Agent

Date: _____

STATE OF WASHINGTON)
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County of King)

On this _____ day of _____, 2020, before me personally appeared Toni Call, to me known to be the Director of Finance and Asset Management of the City of Bellevue, Washington who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument by motion of the City Council of said City, and that the seal affixed is the official seal of said City.

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



Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____