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6 IN THE SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

7 CITY OF SHORELINE, a Washington  
8 municipal corporation,

9 Petitioner,

10 v.

11 THE PHILIPPI PRESBYTERIAN CHURCH  
12 OF SEATTLE, a Washington nonprofit  
13 corporation,

14 Respondent.

No. 24-2-27955-5 SEA

PETITION FOR CONDEMNATION

Tax Parcel No. 2881700343

15 **1. INTRODUCTION**

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

19 **2. PARTIES**

20 2.1. Petitioner. The City is a municipal corporation of the State of Washington and is  
21 authorized by the laws of the State of Washington, including, but not limited to, RCW 8.12.030  
22 and Chapter 8.12 RCW, to appropriate, condemn, and damage real property for public use.

23 2.2. Respondent. The Philippi Presbyterian Church of Seattle, a Washington nonprofit  
24 corporation, is believed to be the fee simple owner of the real property to be acquired in these  
25 proceedings.  
26

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 1<sup>ST</sup> AVENUE NE AND NE 147<sup>TH</sup> 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 148<sup>TH</sup> NON-MOTORIZED  
27            BRIDGE PROJECT; FINDING PUBLIC USE AND NECESSITY;  
28            AUTHORIZING JUST COMPENSATION FROM THE ROAD CAPITAL FUND  
29            AND A FEDERAL GRANT; PROVIDING FOR SEVERABILITY; AND  
30            ESTABLISHING AN EFFECTIVE DATE.

31            A complete certified copy of the Ordinance is attached to this Petition as Exhibit 2 and is  
32            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;

8.3. Assigning the first reasonably available trial date for the ascertaining of such compensation as required by RCW 8.12.090;

8.4. A judgment and decree of appropriation vesting in the City all right, title, and interest in and to the property rights identified in this Petition, or as it may subsequently be amended, upon payment of the just compensation to be made; and

8.5. For such other and further relief as the Court deems just and equitable.

DATED this 3rd day of December, 2024.

FOSTER GARVEY PC

Adrian Winder

Kinnon W. Williams, WSBA No. 16201  
Adrian Urquhart Winder, WSBA No. 38071  
Andrea Bradford, WSBA No. 45748  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101-3299  
Telephone: (206) 447-4400  
Email: [kinnon.williams@foster.com](mailto:kinnon.williams@foster.com)  
[adrian.winder@foster.com](mailto:adrian.winder@foster.com)  
[andrea.bradford@foster.com](mailto:andrea.bradford@foster.com)



## **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 1<sup>ST</sup> AVENUE NE AND NE 147<sup>TH</sup> 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 148<sup>TH</sup> 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 148<sup>th</sup> Non-Motorized Bridge will provide a pedestrian and bicycle pathway crossing over Interstate 5, thereby providing connection to Sound Transit's Shoreline South/148<sup>th</sup> 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 148<sup>th</sup> 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:**

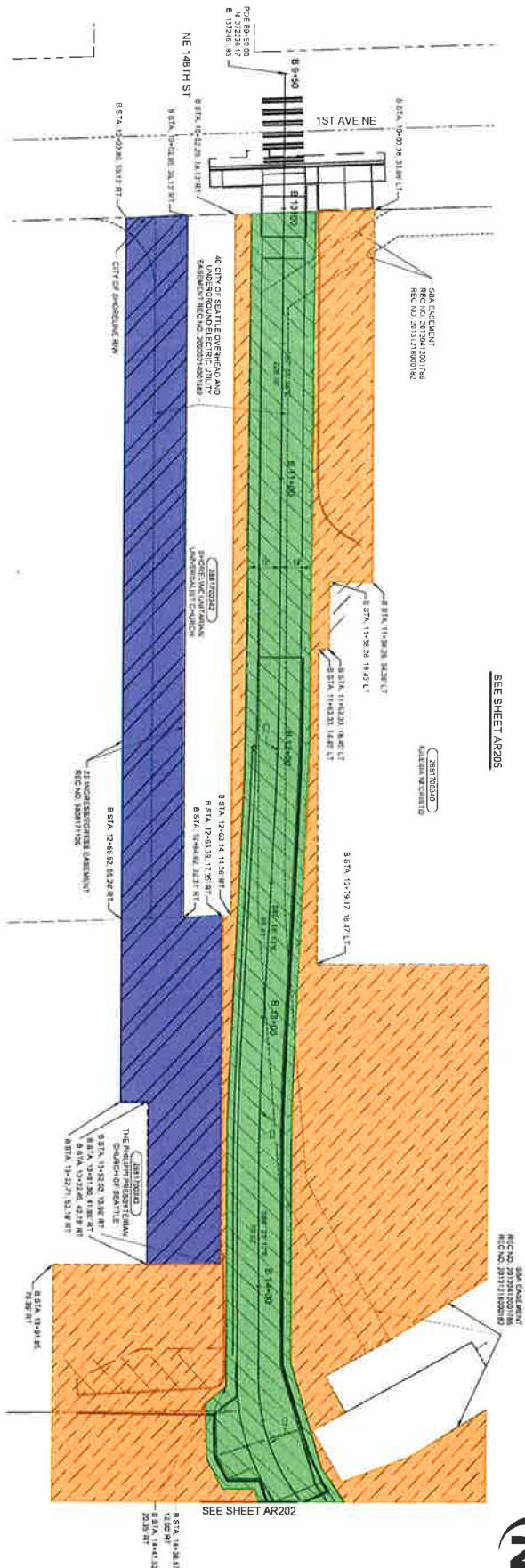
  
Jessica Simulcik Smith

**APPROVED AS TO FORM:**

  
Margaret J. King  
City Attorney

Publication Date: May 4, 2023  
Effective Date: May 9, 2023





ALIGNMENT & CURVE DATA					
CURVE #	STATION	BEARING AT P.C.	BEARING AT P.T.	DELTA	LENGTH
C1	8+14.45	37223.28	137265.51	90°17'38"	22.07
C2	8+124.13	37223.94	137265.97	90°17'45"	42.89
C3	8+124.38	37223.24	137265.88	90°17'45"	42.89

* PARCEL AREA TAKEN FROM COUNTY ASSESSOR RECORDS					
PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	R/W	REVENUE NO. FT.	TOTAL LOT/ACRES
288170010	THE FACILITY PRESERVATION CHURCH OF SEATTLE	78,794		78,794	2.455
288170020	THE FACILITY PRESERVATION CHURCH OF SEATTLE	13,214		13,214	0.303
288170030	SHORELINE UNIVERSITY CHURCH	14,102		14,102	0.323



REVISION DESCRIPTION

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DRAWN BY: AA

CHECK BY: JB

PROJ MGR: JB

CITY OF SHORELINE

148TH STREET NON-MOTORIZED BRIDGE

PHASE I

ALIGNMENT / RIGHT OF WAY PLAN

DRAWING NO. AR201

PROJECT NO. 5253

FED AID NO.

DATE: 09/20/2022

SHEET NO. CF



ORIGINAL

**NOTE:**  
1. FOR B-LINE CURVE DATA SEE SHEET AR201

Know what's below  
Call before you dig



### LEGEND

TRAIL EASEMENT

TEMPERARY CONSTRUCTION

REPRODUCED BY CONETRICTION

--- ESTIMATING HEIGHT OF WAVE LINE

— — — — — **EDUCATION AND CULTURE** — — — — —

**CRISTINA M. HERNANDEZ**

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

**1kprof**  
1601 5th Avenue, Suite 1600  
Seattle, WA 98101  
206.422.5642  
www.1kprof.com



F & A  
Furtado & Associates, Inc.  
Consulting Engineers



CITY OF  
SHORELINE

REVISION DESCRIPTION	BY	APP.	DATE
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## **EXHIBIT 3**



Record Date:4/23/2024 11:50 AM

Electronically Recorded King County, WA

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 148<sup>th</sup> 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



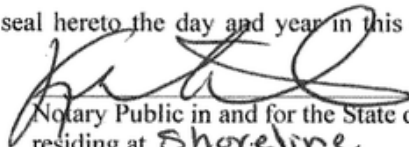
**POSSESSION AND USE AGREEMENT**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF King            )

ON THIS day of 24th of March, 2024, before me, personally appeared Han J. Kim, and, to me known to be the Elder of Philippi Presbyterian Church of Seattle, Owner, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



  
Notary Public in and for the State of Washington,  
residing at Shoreline  
My Appointment Expires 6-15-27

**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.

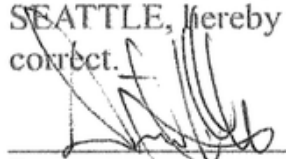
RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the Church all matters related to the city of Shoreline.

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

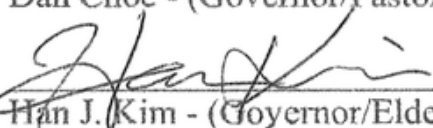
There are three governors. The governors are: Dan Choe, Han J. Kim and Chulu Ko.

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

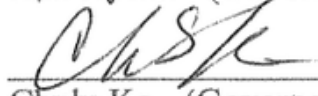
I, as authorized by THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE, hereby certify and attest that all the information above is true and correct.

  
\_\_\_\_\_  
Dan Choe - (Governor/Pastor)

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Han J. Kim - (Governor/Elder)

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chulu Ko - (Governor/Elder)

  
\_\_\_\_\_  
Date