

Unity of Bellevue Considerations when Granting Property Use Rights to Others

Unity of Bellevue is blessed to own the property on which sits our sacred grounds and church facility. This property gives us the physical space to explore and learn Unity principles and then to carry out our mission to help others on their spiritual journey.

This section covers consideration for when we give rights to others to use our property. Note that we already have permanent utility easements on our property that we were required to grant during permitting for the original development of our property.

When we allow others outside of Unity to use our property, consideration should be given to:

- Do we have to allow this use because of a law or regulation?
- Is this request actually located on our property and not in the roadway right-of-way?
- Does this request / requestor align with our mission?
 - Are they licensed, bonded, and insured?
 - Can they provide liability insurance?
- Does this request help us financially or in some other way to meet our mission?
- How will this request impact our property and our use of our property, both in the area of the requested use and in the access to this area?
- How long is this request for?
- What are the safety concerns for this use, both during initial work and during length of permit / easement?

Definitions

- Property rights in this section can be granted with a permit or easement:
 - An easement is an acquired, nonpossessory interest in land owned by another party. Another way to think of an easement is as a privilege or right, distinct from ownership, to use the land of another in some specified way. An easement would include compensation for the right to use our property.
 - A permit is less formal, more temporary, and may or may not include compensation.
- The “permittee” or “requestor” referred to in this section is the person or entity requesting a permit or easement from Unity of Bellevue.
- Right-of-way in this section refers to the transportation corridors of NE 4th St and 164th Ave NE owned by the City of Bellevue adjacent to our property. The right-of-way includes the paved roadways, sidewalks and also a portion of our driveway accesses and landscaping since the City’s roadway improvements don’t fill their entire right-of-way.

All property rights agreements should be reviewed at least yearly:

- Are both parties following the agreement?
- Has anything changed where we might need to update in the agreement?
- Are the contacts and phone numbers current?
- Is it time to renegotiate compensation?
- Has the agreement or work ended and have all requirements for restoration of our property been met?
 - Have all permits (City, State, etc.) been approved and closed out?
 - If agreement was recorded, remove it from King County records

Giving permission to others to use our property may come in different forms of property right agreements:

- Short-term Temporary Access Permit
 - This would be for a use that is at certain times during the week and has a set start and end date
 - It doesn't impact Unity of Bellevue's use of the area for our services and events
 - Examples
 - Use of a few parking spaces for a neighboring church's once a week overflow parking
 - Summer weekday use of an area of the parking lot for children's summer bike program
- Medium-term Access Permit
 - This would be for a use that is ongoing 24/7 but for a relatively short duration
 - It may impact our use of the area for our services and events
 - Examples
 - Neighbor wants to access our property for building a fence along the property line
 - Utility company or City of Bellevue needs to access our property to construct their facilities that will be located within the road right-of-way
 - Developer/contractor wants to use part of our parking lot for storage of equipment or materials while they are constructing something nearby
- Long term, more permanent use – usually in the form of an Easement
 - This would be for a use that installs a permanent facility above or below ground or requires permanent access across a portion of our property
 - Examples
 - Utility company wants to install a new pole on which they will attach cell service equipment
 - Utility company wants to run underground utilities to service ourselves, neighbors or broader community
 - If service is for others, we should request that the utility company get permission from City of Bellevue to install their facilities within the City's roadway right-of-way

- We need to understand where the right-of-way line between our property and City of Bellevue roadway right-of-way lies
 - Utility companies may be allowed by the City to remove our landscaping within the City right-of-way to install their facilities within the right-of-way
- City of Bellevue wants to add or replace sewer/water/storm or widen the road onto our property
 - This situation is a different category than what this section addresses and may require a permanent sale of or granting a permanent easement for a section of our property frontage to the City

The agreement should include details. Considerations when giving temporary and permanent property rights:

- All agreements should be in writing
 - Agreements should be clear and include all assumptions
 - Remember that agreements are for when things go wrong, and verbal agreements or assumptions won't have any standing
- Who is requesting use of our property?
 - Make sure those who request and sign the agreement are legal owners and have the right to sign agreements
 - Include contact information for ourselves and requestor for 24/7 availability should an emergency arise
- Why is this use being requested and granted?
 - Include a short description of why this use is requested
- What is the requested use for?
 - Be specific and state that no other uses or users are permitted without prior written agreement from City of Bellevue
 - State that use must follow all laws
- Where is the permitted use?
 - Include a map or other visual depiction of the permitted area of use and the access to it
 - An aerial photo view is useful to show existing vegetation and improvements
 - Show roadway right-of-way and internal property lines
 - Note that we may have improvements (such as driveways and landscaping) within the City of Bellevue roadway right-of-way, because the paved roadway does not extend all the way to the edge of the right-of-way
 - Be careful not to imply or show that we are giving rights for proposed work outside our property boundaries

- Include language that the permittee must obtain permission from the City of Bellevue for anything they propose to do within the roadway right-of-way
 - Include all existing easements and permits within the area of use
 - Include all known utilities in the area
 - Include that permittee must verify location of all utilities before doing any work in the area
 - Include allowed access area(s) to the permit / easement area
 - Consider how that access and the permit / easement area will impact Unity of Bellevue's use of our site and those areas
 - Include areas we won't be allowed to access due to, for example, due to safety and regulations, we may need to stay a certain distance away from their facilities
 - Delineate all impacts, such as trees, vegetation, pathways, curbs and pavement and items that we agreed they can impact and/or remove
 - Note any areas where we are aware of underground utilities, including irrigation
- When is use permitted?
 - Includes start and end dates
 - Include if extensions after the end date will be considered and how they will be negotiated
 - Include any specific time of day, days of week, time of year, etc. when use is permitted
- List requirements permittee must do prior to, during and at end of agreement
 - For example, City and State permits they must obtain for their work and for tree removal(s) needed to do their work
 - If replacement trees are required, show where these will be planted and how they will be watered and for how long
 - Photos of permit area and access to it before and at end of agreement prior to final release of agreement
 - How they will reestablish areas impacted, such as curbs, pathways, landscaping
 - Maintenance requirements during permit / easement duration
 - Safety considerations and actions such as avoiding trip hazards and fencing off areas of concern
 - Specific actions they must take and time frames to address issues we raise
 - What will happen if they fail to live up to the commitments in the agreement
 - How much notice is required for either party to break the agreement and what compensation or other actions are necessary in that event
- What insurance does permittee need to carry and what are the insurance limits (and how might their use of UOB property impact UOB's insurance)
 - Require they list Unity of Bellevue as additional insured
 - Require they send us a copy when policy changes and at least yearly

- Describe how much compensation or other benefit Unity of Bellevue will receive
 - Compensation can be monetary or in other forms
 - Example of other forms of compensation: they improve or build something for us
 - For example, they provide power service for a lighted informational sign we plan to install
 - Determine value of this form of compensation to make sure it at least equals the monetary value of rental of the area being used
 - Compensation should consider Unity of Bellevue increased costs due to the permit /easement
 - Examples:
 - Licensee may use utilities for which we pay the bill
 - Trucks driving on our parking lot will wear down and maybe settle/crack the pavement, thereby shortening its life
 - Compensation may also be appropriate for use of access areas to the easement area
 - Compensation should address the value of anything they remove to use the space or install their facilities
 - Example: trees, pathways, landscaping have value and should be compensated; large mature trees have significant value (in the thousands of dollars) and may require a City tree removal permit (which also may require replacement trees to be planted)
 - Compensation options based on the form of the agreement:
 - For a short-term agreement, compensation may be as mutually agreed
 - This can be called a Temporary Access Permit
 - It may have compensation or may not (in which case it should say it's for "mutual benefit")
 - For a medium-term agreement, compensation may be as mutually agreed
 - This can be called a Temporary Access Permit, an Access Permit, or a Temporary Easement
 - It would typically have compensation
 - For a long-term multi-year Temporary Easement, compensation should consider being at least equivalent to the value of the sf of space used and impacted
 - In essence, an indefinitely long-term lease is "purchasing" the area of the lease since we can't use that space, even though we maintain ownership
 - A Permanent Easement should be carefully considered since the easement area and access to it will impact our property forever
 - It would also impact the sales price and purchaser's use of our property should we ever sell our property

- Include when compensation will be reviewed and will increase
 - Remember that the value of the compensation decreases over time with inflation, and since Unity of Bellevue costs increase, compensation should also increase
- Should the Permit / Easement be recorded in the King County property records?
 - Recording protects the parties to the agreement
 - Recording is usually advised where we obtain a property right from someone else, because it indicates to a potential buyer of that property that there are easements or liens on the property
 - These should be removed from King County records once the property right has expired and the use is ended
- Easement and permit templates
 - Be cautious of using the permittee's template as a starting point since it will contain language not in our favor

Negotiations and Approvals

- Short-term Permits
 - The Minister and Church Administrator may negotiate
 - Keep the Board informed
 - If they impact xxx
 - Have our attorney provide and review the draft and pre-signature documents
 - The Board reviews drafts and provides final approval prior to signing
- Medium-term Permits
 - With Board approval, the Minister and Church Administrator may negotiate
 - Have our attorney provide and review the draft and pre-signature documents
 - The Board reviews drafts and provides final approval prior to signing
- Long-term, more permanent use permits and easements
 - With Board approval,
 - The Minister and Church Administrator may be assigned to negotiate
 - A committee or member may be assigned to negotiate
 - Have our attorney provide and review the draft and pre-signature documents
 - The Board reviews drafts and provides final approval prior to signing