



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Kris Kelly, Interim Parks & Recreation Director**
BY: **David Rosen, Parks & Recreation Analyst**

DATE: **July 23, 2024**

SUBJECT: **Authorization to Apply for Washington Recreation & Conservation Office Grants Which Require Matching Funds**

ISSUE

The Tukwila Parks & Recreation Department has completed applications for two grant programs offered by the Washington Recreation & Conservation Office (RCO). Both grants require matching funds to apply and city policy requires council authorization to apply for any grants which require city matching funds.

BACKGROUND

RCO is a small state agency tasked with managing grant programs for outdoor recreation opportunities, protection of state wildlife habitat, working farms and forests, salmon and orca related policy goals, and more. On average, RCO awards over \$200M every year in grant funding. Grants are applied for in even years with awarding of funds being finalized in odd years based on scoring provided by RCO and its selection committees and the State of Washington Capital Budget.

The City of Tukwila Parks & Recreation Department has had success in recent years with RCO grants programs, being awarded a Planning for Recreation Access (PRA) Grant for \$197,300 and a Local Parks Maintenance (LPM) Grant for \$100,000 in Fiscal Year 2023.

DISCUSSION

The Parks & Recreation Department is prepared to submit applications for two grants:

1. Washington Wildlife & Recreation Program (WWRP) Local Parks

The Local Parks grant (Application 24-1800) is being submitted for renovation of the Riverton Park Playground. This project would include a full replacement and enhancement of the play area at Riverton Park, with brand new play structure elements that provide for all ages and abilities, as well as a larger picnic shelter on site. Play elements have been selected specifically with provision of recreational opportunities for children of all ages, providing early childhood development opportunities as well as opportunity for recreational access for those who are differently abled. The project's total estimated cost is \$1,367,600 with the WWRP-Local Parks grant providing \$500,000 in grant funds, and the City of Tukwila providing \$867,600 in matching funds. Please refer to Exhibit A for a basic overview of the project as proposed.

Note: Due to this project being on land that is leased from the Tukwila School District, the Parks & Recreation Department is required to seek applicant authorization from the school district as well. This process is currently in progress with an item scheduled for their next school board meeting on August 27th.

2. Washington Wildlife & Recreation Program Water Access

The Water Access grant (Application 24-1802) is being submitted for development of the riverside campus of the Tukwila Community Center. This project would include a re-imagining of all space that lies behind the Tukwila Community Center from exit and up to and including the shores of the Duwamish River. Project elements include improvements to the trail on the backside of TCC which would include grading allowing for ADA access, a brand-new canoe launch on the southwestern shore, a boardwalk along the Duwamish River, an ADA accessible river overlook tower, a log jam seating wall adjacent to the Duwamish River, and improvements to play elements and picnic areas throughout TCC's riverside campus. The project's total cost is estimated at \$3,620,000 with the WWRP-Water Access grant providing \$1,810,000 in grant funds, and the City of Tukwila providing \$1,810,000 in matching funds. Please refer to Exhibit B for a basic overview of the project as proposed.

At this time, the City of Tukwila is therefore estimating required matching funds for these grants of \$2,677,600. These matching funds would be provided by a mixture of REET1 funds, King County Parks Levy funds, and predominantly, Park Impact Fees. Department staff can confirm that the required amount is on hand within the Land Acquisition, Recreation, and Park Development Fund (Fund 301) at this time. Department staff will continue to seek other fund sources that could be used to assist in project execution as we await final results of these RCO grant applications.

FINANCIAL IMPACT

Authorization of this resolution does not encumber any funds or create any General Fund inflows or outflows. Authorization of this resolution simply allows for completion and submittal of the grant applications. If the grants were awarded, at that time, the Parks & Recreation Department would encumber the necessary matching funds within Fund 301.

RECOMMENDATION

Staff recommend the committee forward this resolution to the August 19th Regular Meeting Agenda for approval by the full City of Tukwila City Council.

ATTACHMENTS

A --- RCO Applicant Resolution/Authorization Form

[B --- Resolution 1144 \(King County Transfer of Tukwila Community Center Land\)](#)

[C --- Contract 21-188 \(Lease for Riverton Park land from Tukwila School District\)](#)

Exhibit A – Riverton Park Playground Renovation Project Design Overview

Project Design - Overview

- 1 **ICONIC CLIMBER** — (Blue line)
- 2 **5-12 YEAR OLD PLAY** — (Blue line)
- 3 **2-5 YEAR OLD PLAY** — (Yellow line)
- 4 **SWINGS** — (Olive line)
- 5 **MUSICAL PLAY** — (Red line)
- 6 **PICNIC SHELTER** — (Purple line)
- 7 **CONSTRUCTED GRASSY KNOLL** — (Green line)
- 8 **NATURAL GRASSY KNOLL** — (Green line)

Estimate a doubling of play area square footage

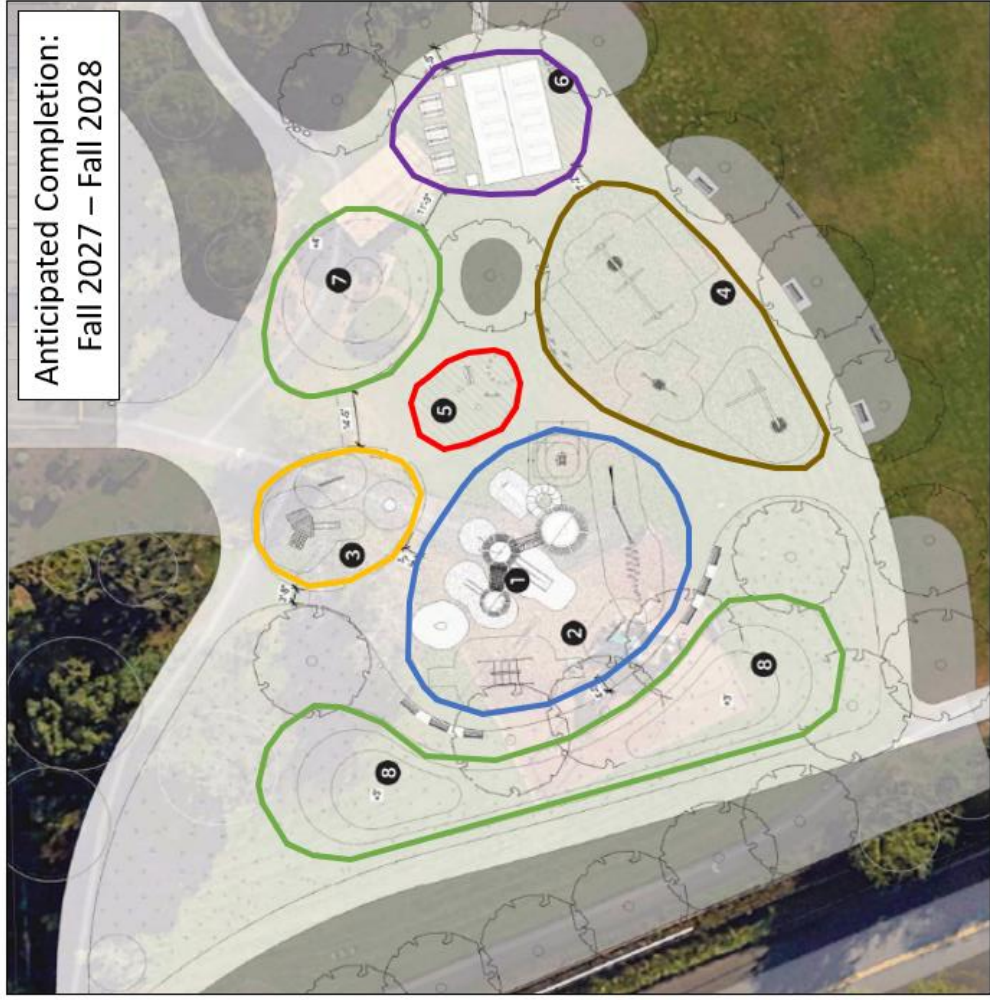


Exhibit B – Tukwila Community Center Riverside Trail & Canoe Launch Project Design Overview

Project Design - Overview





Applicant Resolution/Authorization

Organization Name (sponsor) City of Tukwila

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1800 (Riverton Park Playground Renovation) & 24-1802

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Tom McLeod
Project contact (day-to-day administering of the grant and communicating with the RCO)	David Rosen
RCO Grant Agreement (Agreement)	Tom McLeod
Agreement amendments	Tom McLeod
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Tukwila Community Center: - Resolution 1144 (King County Transfer of Land to City Parcel N) Riverton Park: - Lease with Tukwila School District (Contract 21-188)

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: City of Tukwila City Hall (6200 Southcenter Blvd) Date: 8/19/2024

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

[Signature]
King County Real Property Division

B

EARLINGTON PARK

After recording return to:
King County Real Property Division

DEED

THE GRANTOR, King County, a political subdivision of the State of Washington, for and in consideration of mutual benefits, and in consideration of the benefits to be accrued through the provisions of King County Ordinance No. 9315, does hereby grant and convey unto the City of Tukwila, a municipal corporation of the State of Washington, a fee simple determinable in the following described parcels of land, situate in the County of King, State of Washington:

PARCEL A

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 E., W. M., King County, Washington lying West of the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lots 40 and 41, Block 7, on the Plat of C. D. Hillman's Meadow Gardens Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting or change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

Easement reserved to Thomas K. Ray for the use of water from a spring located on said property sufficient to supply the house of said Ray for domestic purposes and to his barn sufficient water for the stock kept on the farm now owned by said Ray, said spring being now used by said Ray for said purposes by instrument recorded October 26, 1905, under Auditor's File No. 359506.

PARCEL B

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 East, W. M., in King County, Washington, lying West of the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lots 51 and 52, Block 7, on the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting and change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion, of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

9006071261

CHAS
CS/PC
3-27-90

PARCEL C

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 E., W. M., King County, Washington, lying West of the Plat of C. D. Hillman's Meadow Gardens Division No. 1, according to the Plat recorded in Volume 12 of Plats, page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lots 29 and 30, Block 7, on the Plat of C. D. Hillman's Meadow Gardens Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting or change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

PARCEL D

CalMB
9/15/90 3-27-90

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 East, W. M., in King County, Washington, lying West of the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lot 31, Block 7, C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting and change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

PARCEL E

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 E., W. M., in King County, Washington, lying West of the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lot 27, Block 7, on the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting or change in the course of the Duwamish River or due to said river having changed its course.

SUBJECT TO THE FOLLOWING: (continued)

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

PARCEL F

That portion, if any, of Government Lot 2, Section 10, Township 23 North, Range 4 East, W. M., in King County, Washington, lying South of the Plat of C. D. Hillman's Meadow Gardens Division No. 3, according to Plat recorded in Volume 12 of Plats, Page 86, in King County, Washington, and North of the ordinary high water line of the Duwamish River, a portion of said portion also designated as Lots 1 through 3, Block 29, on the Plat of C. D. Hillman's Meadow Gardens Division No. 3, according to the Plat recorded in Volume 12 of Plats, Page 86, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting and change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion, of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

Handwritten: 7/15/30 3-27-90

PARCEL G

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 E., W. M., King County, Washington, lying West of the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle, Division No. 1, according to the Plat recorded in Volume 12 of Plats, page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lots 53 to 55 inclusive, Block 7, on the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle, Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting or change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

PARCEL H

That portion, if any, of Government Lot 4, Section 10, Township 23 North, Range 4 East, W. M., in King County, Washington, lying West of the Plat of C. D. Hillman's Meadow Gardens Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington, and East of the ordinary high water line of the Duwamish River, said portion also designated as Lot 28, Block 7, on the Plat of C. D. Hillman's Meadow Gardens Addition to the City of Seattle Division No. 1, according to the Plat recorded in Volume 12 of Plats, Page 64, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting and change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

PARCEL I

Lot 44, Block 13, Allentown Addition to City of Seattle, according to Plat recorded in Volume 12 of Plats, Page 100, in King County, Washington.

SUBJECT TO THE FOLLOWING:

Any question that may arise due to shifting and change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

CL/JS 3-27-90

PARCEL J

That portion of the SE 1/4 of the SE 1/4 of Section 10 and of the SW 1/4 of the SW 1/4 of Section 11, Township 23 North, Range 4 East, W. M., in King County, Washington, described as follows:

Commencing at the South 1/4 corner of Section 10, Township 23 North, Range 4 East, W. M., King County, Washington and proceeding thence North 34°17'35" East 1,748.60 feet;
thence South 2°27'48" West 150.00 feet along the Westerly right-of-way line of 46th Avenue South;
thence South 87°32'12" East 1,223.28 feet along the Southerly right-of-way line of South 125th Street;
thence South 30°46'12" East 160.00 feet along the Southwesterly right-of-way line of 50th Place South, to the True Point of Beginning, said point being the most Northerly corner of Lot 32, Block 13, Allentown Addition to the City of Seattle, according to the Plat recorded in Volume 12 of Plats, Page 100, records of said County;
thence South 30°46'12" East 470.00 feet along said right-of-way line of 50th Place South;
thence South 59°13'48" West 198.71 feet;
thence West 50 feet more or less to the vegetation line of the Duwamish River, thence Northwesterly along the vegetation line of the Duwamish River to a point that bears South 59°13'48" West from the True Point of Beginning, said point being the most Westerly corner of said Lot 32;
thence North 59°13'48" East along the Northwesterly line of said Lot 32, a distance of 195 feet more or less, to the True Point of Beginning.
EXCEPTING there from any part or parcel of Lots 32 through 36, Block 13 of Allentown Addition to the City of Seattle.

PARCEL J (continued)

ALSO

That portion of the SE 1/4 of the SE 1/4 of Section 10 and of the SW 1/4 of the SW 1/4 of Section 11, Township 23 North, Range 4 East, W. M., in King County, Washington, described as follows:

Commencing at the South 1/4 corner of Section 10, Township 23 North, Range 4 East, W. M., King County, Washington and proceeding thence North 45°17'35" East 1,748.60 feet;
thence South 2°27'48" West 150.00 feet along the Westerly right-of-way line of 46th Avenue South;
thence South 87°32'12" East 1,223.28 feet along the Southerly right-of-way line of South 125th Street;
thence South 30°46'12" East 670.00 feet along the Southwesterly right-of-way line of 50th Place South, to the True Point of Beginning, said point being the most Northerly corner of Lot 45, Block 13, Allentown Addition to the City of Seattle, according to Plat recorded in Volume 12 of Plats, Page 100, records of said County;
thence South 30°46'12" East 410 feet more or less to the vegetation line of the Duwamish River, thence Westerly and Northerly along the vegetation line of the Duwamish River to a point that bears West from the NW corner of Lot 45;
thence East 68 feet more or less to the NW corner of said Lot 45;
thence North 59°13'48" East 207.17 feet to the True Point of Beginning.

SUBJECT TO THE FOLLOWING:

An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes.

For : River Protection Easement
In Favor of : County of King, a municipal corporation
Recorded : November 15, 1961
Auditor's No: 5353685
Affects : Lots 45 to 52 inclusive, Block 13

An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes.

For : Electric Transmission Line
In Favor of : Puget Sound Power & Light Company, a Massachusetts corporation
Recorded : April 23, 1934
Auditor's No: 2797098
Affects : Lot 52

Any question that may arise due to shifting and change in the course of the Duwamish River or due to said river having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation; together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

Under the terms of Option Agreement Dated June 21, 1973, Codiga exercised his right to lease back property he sold to King County for park purposes. This option is cancellable by Optionee upon sixty (60) days written notice to Optionor, and cancellable by Optionor upon thirty (30) days written notice to Optionee.

PARCEL K

That portion of Tract X lying within a strip of land 230 feet wide lying Southwesterly of and adjacent to the following described centerline:

PARCEL K (continued)

Beginning at a point South 25°23'10" East a distance of 2,827.20 feet from the West 1/4 corner of Section 11, Township 23 North, Range 4 East, W. M., in King County, Washington, said point being Engineer's Station P.C. 3+39.59 of King County Survey No. 14-23-4-14;
thence South 24°59'40" East a distance of 100 feet to the point of beginning;
thence along the arc of a curve to the left having a radius of 636.62 feet a distance of 712.39 feet;
thence North 89°06'34" West 185.08 feet;
thence along the arc of a curve to the right having a radius of 50.0 feet a distance of 86.93 feet;
thence North 10°29'56" East 43.70 feet to a TE112NUS at Station 28+90.92 of X-line of State Highway by survey for relocation of Steel Hill Bridge.

TRACT X:

That portion of the following described property lying Northwesterly of primary State Highway No. 1 as condemned under King County Superior Court Cause No. 591370;

That portion of the Stephen Foster and C. C. Lewis Donation Claims in Sections 11 and 14, Township 23 North, Range 4 East, W. M., in King County, Washington, more particularly described as follows:

*Copy
PLS 3-27-80*

Commencing at a point which bears North 81°44'15" East, a distance of 199.17 feet from a monument at the end of a curve on the centerline of the Duwamish Renton Junction Road, said end of a curve being approximately 1200 feet North and 440 feet West of the 1/4 corner between Sections 14 and 15, Township 23 North, Range 4 East, W. M., in King County, Washington, the tangent to said curve bears South 49°24' East;
thence North 40°36' East a distance of 949.15 feet to the True Point of Beginning of this description;
thence North 40°36' East a distance of 989 feet, more or less, to the left bank of the Duwamish River;
thence Southeasterly and Southwesterly along the left bank of said river to a point which bears South 49°24' East a distance of 482 feet, more or less, from the point of beginning;
thence North 49°24' West a distance of 482 feet, more or less, to the True Point of Beginning;
EXCEPT that portion thereof conveyed to King County for road by Deed recorded under Auditor's File No. 5928199 AND EXCEPT that portion thereof conveyed to the City of Tukwila by Deed recorded under Auditor's File No. 6634222.

SUBJECT TO THE FOLLOWING:

Right to make necessary slopes for cuts or fills upon said premises in conformity with standard plans and specifications for highway purposes, and to the same extent as if the rights granted had been acquired by condemnation proceedings under statute of the State of Washington, as granted by Deed recorded under Auditor's File No. 5928199.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of Duwamish River.

Any question that may arise due to shifting or change in the course of the Duwamish River or due to said river having changed its course.

WATERLINE EASEMENTS SR-5 (Parcel 7-04119) (So. 178th to So. 125th Steet)

Fireline Easement for a Waterline along I-5 was granted to the State to provide fire protection for the steel girder bridge crossing the Duwamish River on I-5 (5-22-74). Said instrument recorded under Auditor's File No. 7407160307.

PARCEL L

Lots 1 and 2, Block 7, Hillman's Meadow Gardens, Division No. 1, as recorded in Volume 12 of Plats on Page 64, records of King County, Washington;

PARCEL L (continued)

ALSO

Lots 5 through 20; Lots 34 through 39; Lots 43 through 50 all in said Block 7, Hillman Meadow Gardens, Division No. 1, as recorded in Volume 12 of Plats on Page 64, records of King County, Washington;

ALSO

Lots 4 through 12, Block 29, C. D. Hillman's Meadow Gardens, Division No. 3, as recorded in Volume 12 of Plats, on Page 86, records of King County, Washington;

ALSO

Lots 10 through 17; Lots 19 through 21, and Lots 53 through 59, all in Block 13, Allentown Addition as recorded in Volume 12 of Plats on Page 100, records of King County, Washington,

PARCEL M

That portion of the following described Tract X lying Northerly of the following described Line B.

TRACT X

That portion of the Stephen Foster Donation Claim No. 38 and of the C. C. Lewis Donation Claim No. 37, in Sections 10, 11, 14, and 15, Township 23 North, Range 4 East, W. M., in King County, Washington, described as follows:

GR/SO 3-27-90

Beginning at a point which bears North 40°01'05" West 920.15 feet from a monument at the point of intersection of a curve on the centerline of the Duwamish-Renton Junction Road, said point of intersection being approximately 1000 feet East and 20 feet South of the 1/4 corner between said Section 14 and 15, thence North 49°24' West 835.00 feet on a line parallel to and 150.00 feet Northeasterly of the centerline of said Duwamish-Renton Junction Road, to a point which bears North 81°44'15" East 199.17 feet from the point of curve on the centerline of the said Duwamish-Renton Junction Road, said point of curve being approximately 1200 feet North and 440 feet West of the quarter corner between said Sections 14 and 15; thence South 40°36'00" West 20 feet to the Northeasterly margin of the right-of-way of the Puget Sound Electric Railway; thence North 49°24'00" West along said right-of-way 950.29 feet to the True Point of Beginning of this description; thence South 49°24'00" East 400.00 feet; thence North 40°36'00" East 702.10 feet; thence South 49°24'00" East 564.29 feet; thence North 40°36'00" East 583.20 feet to a point which is hereby designated for purposes of this description as point "A"; thence continuing North 40°36'00" East 633.11 feet, more or less, to a point 230 feet from the centerline of the right-of-way of the Steel Hill Bridge Retention described in Deed recorded under Auditor's File No. 6029599 which is also the Southwesterly line of a tract of land conveyed to King County by that certain Deed recorded May 17, 1966 under King County Auditor's Receiving No. 6029599; thence Westerly along the Southwesterly line of said Tract 40 feet to the most Westerly corner of said Tract; thence North 40°36'00" East 30 feet more or less, to the edge of the right-of-way of the Steel Hill Bridge Retention described in instrument recorded under Auditor's File No. 5928200; thence Northwesterly along the Southwesterly edge of the right-of-way of the Steel Hill Bridge Retention, a distance of 289.53 feet to the apparent line of vegetation on the left bank of the Duwamish River; thence Westerly and Southwesterly along said line of vegetation to a point which bears North 29°48'55" West from Point "A"; thence continuing Northwesterly along said line of vegetation to a point which bears North 40°36' East from the True Point of Beginning of this description;

PARCEL M - Tract X (continued)

thence South 40°36' West 30 feet, more or less, to iron pipe on the top of the bank of the Duwamish River;
thence continuing South 40°36' West 1196.46 feet to the True Point of Beginning of this description;
EXCEPT that portion conveyed to the City of Tukwila, a municipal corporation, recorded under Auditor's File No. 6634221, 6634222, 6634223, and 6634224.

LINE B

Beginning at a point designated as Point "A" in the description of Tract X;
thence North 40°36' East along the Southeasterly line of Tract X 617.90 feet;
thence North 49°24' West 40 feet;
thence North 40°36' East 20.093 feet to the True Point of Beginning of line "B" and also being on the Northeasterly line of a tract of land conveyed to King County by Deed recorded under Auditor's File No. 6029599;
thence North 92°24'24" West 18.652 feet;
thence along a curve to the left having a radius of 369.00 feet, an arc distance of 247.818 feet and through a central angle of 38°28'46";
thence South 89°06'50" West 52.567 feet;
thence South 87°39'52" West 37.569 feet;
thence along a curve to the left having a radius of 134.00 feet, an arc distance of 83.233 feet, and through a central angle of 35°09'41";
thence South 52°30'11" West 175.842 feet;
thence South 53°44'45" West 52.954 feet;
thence South 62°05'04" West 53.567 feet;
thence South 67°22'29" West 106.143 feet;
thence South 72°19'14" West 56.620 feet;
thence South 81°57'02" West 58.253 feet;
thence North 81°29'27" West 46.690 feet;
thence North 72°37'14" West 65.122 feet;
thence North 01°30'31" East 11.619 feet;
thence North 64°40'31" West 15.051 feet;
thence South 64°12'38" West 12.118 feet;
thence North 73°09'08" West 21.853 feet;
thence North 62°33'06" West 61.995 feet;
thence North 49°01'22" West 49.809 feet;
thence North 47°53'01" West 58.700 feet;
thence North 43°34'24" West 75.276 feet, more or less, to a point on the Northwesterly line of Tract X which bears North 40°36' East 1170.019 feet from the most Westerly corner of Tract X and terminus of Line B.

SUBJECT TO THE FOLLOWING:

The right to construct, repair, and maintain a surface water drainage lift station and outlet pipes within the following described Parcel "A," and being a strip of land 30 feet in width, the centerline of said strip being described as follows:

Commencing at a point which bears North 40°01'05" West 920.15 feet from a monument at the point of intersection of a curve on the centerline of the Duwamish-Renton Junction Road, said point of intersection being approximately 1000 feet East and 20 feet South of the quarter corner between Sections 14 and 15, Township 23 North, Range 4 East, W. M.;

thence North 49°24' West 835.00 feet on a line parallel to and 150 feet Northeasterly of the centerline of said Duwamish-Renton Junction Road to a point which bears North 81°44'15" East 199.17 feet from the point of curve on the centerline of said Duwamish-Renton Junction Road, said point being approximately 1200 feet North and 440 feet West of the quarter corner between said Sections 14 and 15;

thence South 40°36' West 20 feet to the Northeasterly margin of the Puget Sound Electric Railway Right-of-way;

thence North 49°24' West along said right-of-way 640.29 feet;

thence North 40°36' East 370.00 feet;

thence North 36°44'38" East 841.22 feet to a point hereafter called Point "A" and the beginning of said centerline;

thence North 18°58'38" East to the Green River and terminus of said centerline. ALSO, the right to construct, repair and maintain a light pole, the center of which bears North 86°44'38" East from said Point "A" a distance of 212.80 feet. ALL as reserved in that certain Deed of conveyance recorded

TE6/TUK.8

gfb
02/50 3-27-90

under Auditor's File No. 7604200625.

Easements affecting a portion of said premises as recorded under Auditor's File No.s 3047588, 5479828, and 5928214;

Any question that may arise due to shifting or change in the course of the Green River or due to said river or creek having changed its course.

PARCEL N

Tracts 15, 16, 17, and 18 Allentown Addition to City of Seattle, according to the Plat recorded in Volume 12 of Plats, Page 100 in King County, Washington, EXCEPT portion of said Tract 18, heretofore conveyed to King County by Deed recorded under Auditor's File No. 2625173, in King County, Washington, for road and highway and EXCEPT that portion of Tract 18 described as follows:

Beginning at the NW corner of Tract 18 and the intersection of 42nd Avenue South and South 124th Street;
thence East along the South margin line of South 124th Street, 100 feet;
thence Southerly 100 feet to a point which is 100 feet East of the East margin line of 42nd Avenue South;
thence West 100 feet to the East margin of 42nd Avenue South at a point 100 feet South of the point of beginning;
thence North 100 feet to the point of beginning.

SUBJECT TO THE FOLLOWING:

Easement recorded July 28, 1965 under Auditor's File No. 5908178.

Any question that may arise due to shifting and change in the course of the river or creek herein named, or due to said river or creek having changed its course.

Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Duwamish River.

Said land or a portion thereof may lie beneath navigable waters. Any portion of said land which lies or which may in the future lie beneath navigable waters is subject to rights of navigation, together with incidental rights of fishing, boating, swimming, waterskiing and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters.

PARCEL O

That portion of land, if any, lying Easterly of the Duwamish River, and Westerly of 42nd Avenue South and South of the South line of Allen Avenue (now 124th Street) extended Westerly, as shown in the Plat of Allentown; EXCEPT portion lying within Tract 18 of the Plat of Allentown, all within the West 1/2 of the West 1/2 of the SE 1/4 of Section 10, Township 23 North, Range 4 East of W. M.;

ALSO, an easement dated June 26, 1980, recorded under Auditor's File No. 8006270680, wherein the State of Washington granted a permanent, non-exclusive easement to King County to construct, reconstruct, maintain, repair, improve, use, and operate a recreational foot path over, across, and upon the following property situated in King County:

Lots 3 and 4, Block 7, C. D. Hillman's Meadow Gardens Addition to the City of Seattle, Division No. 1, according to the Plat thereof recorded in Volume 12 of Plats, Page 64, records of said county. (South 126th Street to Norfolk Street.)

The Grantee, its successors or assigns, agrees that the construction, maintenance, and use of the foot path will in no way interfere with the reconstruction, maintenance, or operation of the presently existing sewer, furthermore, the Grantee agrees to indemnify the State of Washington against all loss or expense for damages sustained by any person or persons relating to the use of the foot path on the above described property.

The City of Tukwila, on acceptance of the delivery of this instrument, does hereby agree to obtain approval of the King County Council for any sale, transfer, or trade of any portion or portions of the lands described herein.

This property is hereby conveyed upon the condition that it shall be used for public park and/or recreational purposes. Upon the breach of this condition, the Grantor or its successor shall have the right to re-enter and take possession of the property and to hold, own, and possess the same in the same manner and to the same extent as if this conveyance had never been made. In the event of the amalgamation of King County and the Grantee, the Grantee may credit itself with only the amount paid King County in the original transaction, plus the actual cost of any improvements constructed thereon.

The City of Tukwila does further agree that any and all user fees for athletic fields, or any other recreational facility or program, shall be at the same rate for residents of unincorporated King County as for the residents of the City of Tukwila.

DATED this 3RD day of APRIL, 1990.

KING COUNTY, WASHINGTON

BY Jesus Sanchez for
Tim Hill
King County Executive

9/1/90 3-27-90

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me Jesus SANCHEZ

to me known to be the DESIGNATED SIGNED OF THE County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

GIVEN under my hand and official seal this 3RD day of APRIL, 1990.

Arnold M. Lopez
NOTARY PUBLIC in and for the
State of Washington, residing at:
SEATTLE, WA 98177

[Signature]
King County Real Property Division

A - C FILE # 70-011
Lease File # 101198

DATE July 24, 1990

CO. Highline Sch. Dist / King Co.

ASSIGNMENT OF LEASE *Crest View PK*

9005090248

FOR VALUE RECEIVED, the undersigned hereby assigns that certain lease dated the 14th day of May 1982, by and between HIGHLINE SCHOOL DISTRICT NO. 401, a municipal corporation of the State of Washington herein called "LESSOR," and KING COUNTY, WASHINGTON, a political subdivision of the State of Washington herein called the "LESSEE," covering those certain premises situate in the City of Tukwila, particularly described and known as CRESTVIEW PARK, and all right, title and interest in and to and under the said lease, to the CITY OF TUKWILA, a political subdivision of the State of Washington herein called the ASSIGNEE, and in consideration of the consent of this assignment by the said LESSOR, the said LESSEE hereby guarantees the performance by said ASSIGNEE of all covenants, conditions, terms, stipulations and agreements in said lease contained, to be performed by the LESSEE thereunder.

And in consideration of this assignment and of the consent of said LESSOR, the said ASSIGNEE hereby assumes and agrees to make all payments required under said lease, and to do and perform and be bound by all covenants, conditions, terms, stipulations and agreements in said lease contained, binding upon said LESSEE.

IN WITNESS WHEREOF, the parties have subscribed their names as of this 24 day of July, 1990.

ASSIGNOR:
KING COUNTY, WASHINGTON

[Signature]
JESUS BANCHEZ
KING COUNTY EXECUTIVE

APPROVED AS FORM:

[Signature]
Deputy Prosecuting Attorney

ASSIGNEE:
CITY OF TUKWILA, WASHINGTON

[Signature]

CONSENT TO ASSIGNMENT

The undersigned LESSOR, above named, hereby consents to the assignment of the above mentioned lease unto the CITY OF TUKWILA upon the expressed conditions contained in said assignment. No further assignment of said lease or subletting of said premises or any part thereof shall be made without the prior written consent of the LESSOR. KING COUNTY is hereby relieved of all liability under the terms of said lease.

Dated this 12th day of July, 1990

LESSOR:
HIGHLINE SCHOOL DISTRICT NO. 401

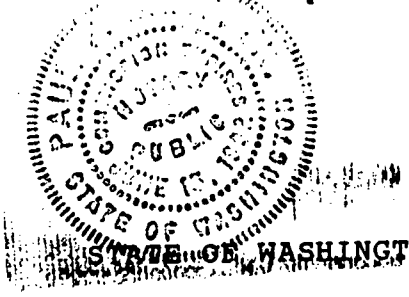
[Signature]

STATE OF WASHINGTON)
) ss (HIGHLINE SCHOOL DISTRICT ACKNOWLEDGEMENT)
COUNTY OF KING)

On this 12 day of July, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Kent D. Matheson to me known to be the Superintendent of Highline School District No. 401, the person who signed the above and foregoing instrument for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of Highline School District No. 401 and that he was authorized to so sign.

GIVEN under my hand and official seal this 12 day of July, 1990.

Paul F. Bean
NOTARY PUBLIC in and for the
State of Washington.
Residing at Sumner

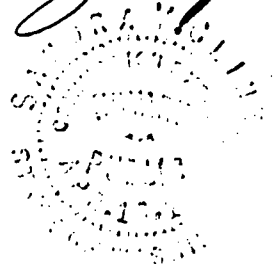


STATE OF WASHINGTON)
) ss (KING COUNTY ACKNOWLEDGEMENT)
COUNTY OF KING)

On this day personally appeared before me Jesus Sanchez to me known to be the Signature Designee of the County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he is so authorized to sign.

GIVEN under my hand and official seal this 24th day of July, 1990.

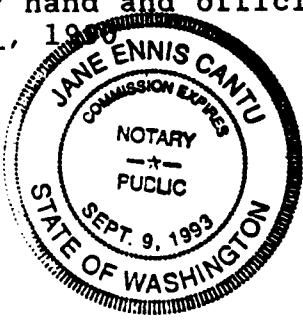
Dandra V. Cline
NOTARY PUBLIC in and for the
State of Washington.
Residing at Redmond



STATE OF WASHINGTON)
) ss (CITY OF TUKWILA ACKNOWLEDGEMENT)
COUNTY OF KING)

On this day personally appeared before me Gary L. Van Dusen to me known to be the Mayor of the City of Tukwila, Washington, the person who signed the above and foregoing instrument for the City of Tukwila for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of the City of Tukwila and that he was so authorized to sign.

GIVEN under my hand and official seal this 22nd day of May, 1990.



Jane Ennis Cantu
NOTARY PUBLIC in and for the
State of Washington.
Residing at Renton