

May 21, 1991
W18:05-14
CK:ad

INTRODUCED BY GREG NICKELS

PROPOSED NO. 91 - 477

MOTION NO. 8350

1
2 A MOTION co-assigning an interest in
3 four flood control easements on the
4 Green River currently held by King
5 County to the City of Tukwila and the
6 Green River Flood Control Zone
7 District.

8 WHEREAS, King County has historically operated and maintained the
9 Green River channel and has secured operation and maintenance and other
10 right-of-way instruments for project construction and facility maintenance,
11 and

12 WHEREAS, King County and other Green River Valley Cities have jointly
13 participated in the Green River Basin Program since 1978 cooperating in
14 studies and projects for stormwater and flood control, and

15 WHEREAS, the Green River Levee Improvement Plan identified the
16 Southcenter (Christianson Road) levee improvement as a Phase I levee
17 improvement because it is freeboard deficient under current flow conditions
18 and protects developed property, and

19 WHEREAS, the United States Army Corps of Engineers (CORPS) has
20 completed a Definitive Project Report Study for this levee segment and
21 found it to be eligible for federal funding under Section 205 of the 1948
22 Flood Control Act, and

23 WHEREAS, the City of Tukwila has entered into a local cooperation
24 agreement with the CORPS agreeing to provide all lands, easements and
25 rights-of-way as the local sponsor of the CORPS' levee improvement project,
26 and

27 WHEREAS, the Green River Flood Control Zone District which was
28 activated on December 3, 1990, provides the means through which operation
29 and maintenance for the new levee improvement project will be conducted,
30 and

31 WHEREAS, CORPS federal regulations require the local sponsor, the City
32 of Tukwila, to demonstrate interest in all rights-of-way required for con-
struction and for maintenance of the project in perpetuity, and

WHEREAS, King County currently has a legal right-of-way interest in

1 four of the properties needed for the project and can provide same to
2 Tukwila by co-assigning rights to the city, and

3 WHEREAS, the Green River Flood Control Zone District also needs
4 equivalent right-of-way authority to conduct operation and maintenance;

5 NOW, THEREFORE BE IT MOVED by the Council of King County:

6 1. The King County council hereby authorizes the co-assignment of
7 King County's existing easement rights and interests in the properties
8 shown in Exhibit B of Attachments I - IV, attached hereto, to the Green
9 River Flood Control Zone District.

10 2. The King County executive is hereby authorized to sign the
11 co-assignment of river protection easements in substantially the same form
12 as shown in Attachment I - IV, attached hereto.

13 3. Nothing in the co-assignment of these easement rights shall
14 relegate, preclude or void any previous interest King County has in these
15 easements.

16 PASSED this 22nd day of July, 1991.

17 KING COUNTY COUNCIL
18 KING COUNTY, WASHINGTON

19 Louis North
20 Chair

21 ATTEST:

22 Gerald A. Poter
23 Clerk of the Council

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RIVER PROTECTION EASEMENT
ASSIGNMENT AS TENANTS IN COMMON

WHEREAS, King County, a legal subdivision of the State of Washington was granted River Protection Easements by Robert D. Van Woerden and Sylvia D. Van Woerden in documents duly recorded and identified under King County recording No. 7608040557 recorded August 4, 1976 (Exhibit C) for the area described in Exhibits A and B, for the following rights and purposes:

"to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures." and,

WHEREAS, to promote and advance the purpose of the River Protection Easements described above, King County has determined that all the rights and responsibilities granted to King County in the River Protection Easements should be held by King County, the City of Tukwila and the Green River Flood Control Zone District as tenants in common;

THEREFORE, to benefit the purpose of the easements and for valuable consideration, King County does hereby assign, as tenants in common with itself, to the City of Tukwila and the Green River Flood Control Zone District, all the rights and responsibilities granted to King County in the above identified River Protection Easements and as described in Exhibits A and B.

No party shall take any action on the described easements that would injuriously affect or render the easements appreciably less convenient and useful to any one of the other tenants in common.

Dated this _____ day of _____, 1991

(Title)

STATE OF WASHINGTON)
County of King) ss)

On this _____ day of _____, 19____, personally appeared before me _____, to me known to be the individual that executed the within and foregoing instrument on behalf of King County, and acknowledged said instrument to be the free and voluntary act of King County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the official seal of King County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of _____
Residing at _____
My commission expires _____

EXHIBIT A.

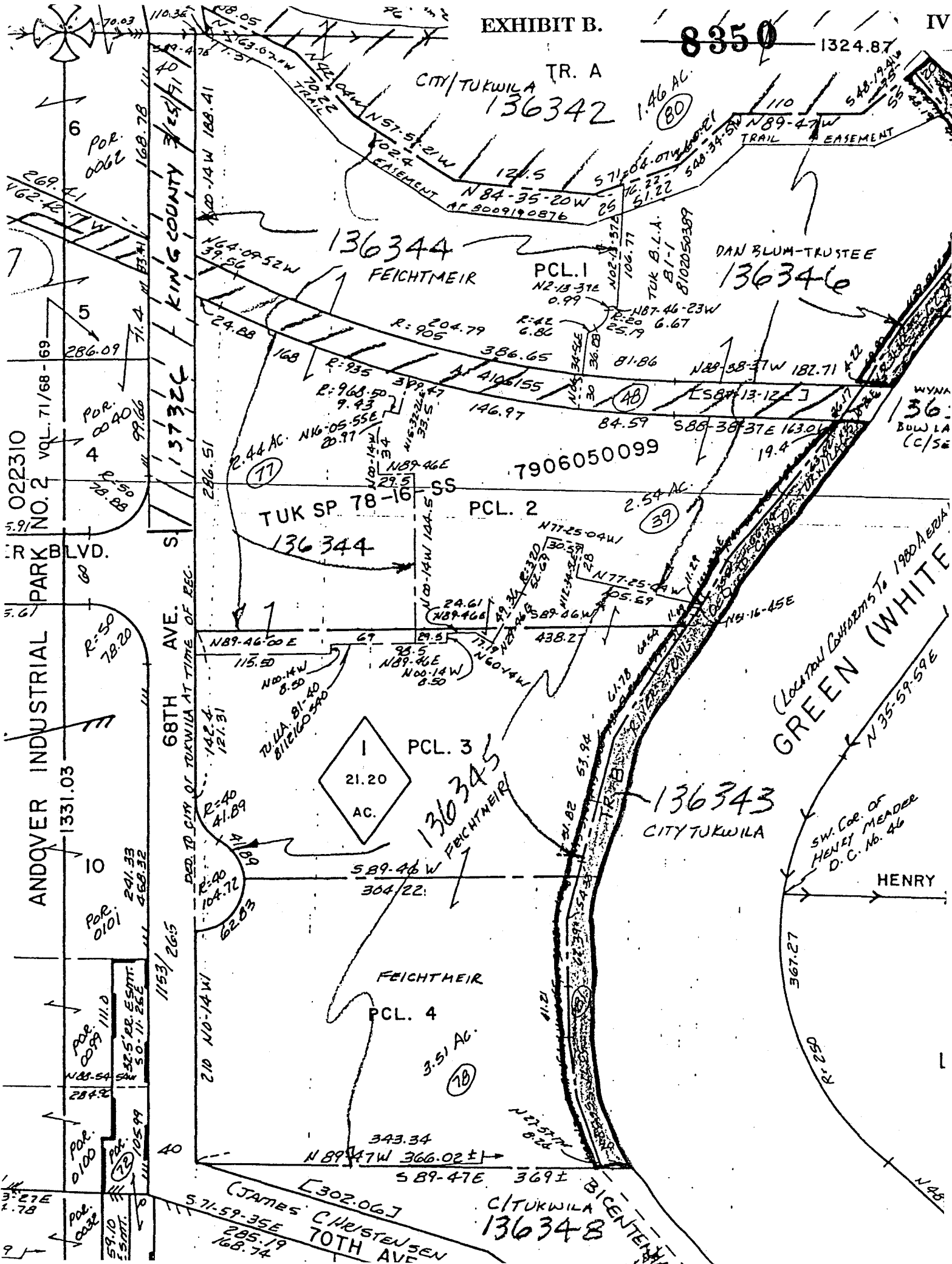
**Green River Levee
City of Tukwila Project No. 86-DR21**

**Legal Description for Levee Easement
Existing 30-Foot Strip Along East Side of Feichtmeir/Blum/Tecton
Property**

That certain 30.0 foot easement along the left bank of the Green River and the right to construct and maintain any flood control device, remove brush growth and trees; ALSO any reasonable access necessary for River Improvement Work as recorded under Recording Number 7608040557, records of King County, Washington.

8350

1324.87



CITY/TUKWILA TR. A
136342

136344
FEICHTMEIR

PCL. 1
N2-13-31E
0.99

DAN BLUM-TRUSTEE
136346

022310
PARK NO. 2
VQL-71/68-69

137322

TUK SP 78-16
136344

PCL. 2

2.54 AC.
(39)

PCL. 3
21.20 AC.
136345
FEICHTMEIR

136343
CITY/TUKWILA

GREEN (WHITE)
(Local Corridor to 1980 Aerial)

FEICHTMEIR

PCL. 4

3.51 AC.
(78)

CITY/TUKWILA
136348

(JAMES CHRISTENSEN
70TH AVE
571-59-35E
285.19
168.74

SW. COR. OF
HENRY MEADER
D. C. No. 46

HENRY

ANDOVER INDUSTRIAL
PARK BLVD.

68TH AVE.
S
DED. TO CITY OF TUKWILA AT TIME OF REC.

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POR. 0089 111.0

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POR. 0100

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POR. 0036

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POR. 0100

R. D. Van Woerden
27625 10th South
Redondo, Wash. 98054

RIVER PROTECTION EASEMENT

R/W Green River
File 2 'H' #296

8350

THIS INDENTURE, made this 28th day of July 1976

between Robert D. Van Woerden and Sylvia D. Van Woerden
Grantor, and King County, a legal subdivision of the State of Washington,
Grantee:

WITNESSETH, that first party, in consideration of Mutua' Benefits
receipt of which is acknowledged, and the benefits which will accrue to
the land of Grantor by the exercise of the rights herein granted, do hereby
remit, release and forever grant unto the Grantee, its successors and
assigns, an easement and right-of-way for the purposes hereinafter stated
along the Left Bank of Green River within a
strip of land _____ feet in width that is parallel

7608340557

Tax Lot 39.

Portion of Government Lot 1 beginning at a pt. 110.30 feet East of the N.W. corner; Thence
South 00°14'00" East 970 feet; Thence East 369 ft. more or less to the Ely line of said
Government Lot; Thence Nly to the North line; Thence West to Beginning; LESS Low Lake
Pipe Line R/W, LESS Roads. Section 25, Township 23 North, Range 4 East W.M.

30 ft. easement along the left bank of Green River, giving King County the right to
construct and maintain any flood control device, remove brush growth and trees, ALSO
any reasonable access necessary for River Improvement Work.

Note: To King County, its successors and assigns...

Said easement and right-of-way are for the following purposes:
The right to enter upon the above described land to construct, reconstruct,
maintain and repair a bank protection and/or other flood control works,
including all appurtenances thereto, together with right to trim, cut,
fell and remove all such trees, brush and other natural growth and obstructions
as are necessary to provide adequate clearance and to eliminate interference
with, or hazards to the structures.

The consideration above mentioned, is accepted as full compensation
to the exercise of the rights above granted.

To have and to hold, all and singular, the said easement and right-
of-way, together with appurtenances, unto Grantee, its successors and
assigns.

IN WITNESS WHEREOF the Grantor _____ hereunto set their hand, the day
and year above written.

Filed For Record At The Request Of

Chris J. Lantieri
King County Real Property Division

Robert D. Van Woerden
Grantor

Sylvia D. Van Woerden

1% EXCISE TAX NOT REQUIRED
King Co. Records Division

STATE OF WASHINGTON } ss By Ed Granger, Deputy
COUNTY OF KING

On this day appeared before me Robert D. Van Woerden and Sylvia D.
Van Woerden

to me known to be the individual _____ described in and who executed the
foregoing instrument, and acknowledged to me that they signed the
same as their free and voluntary act and deed, for the uses
and purposes therein mentioned.

Given under my hand and official seal this 28th day of July 1976

Notary Public in and for the State of Washington, residing at

2/10/64
CL:mpm

JB
Civ 7/19/76

XIII, XIV, XV, XVI and XVII

RIVER PROTECTION EASEMENT
ASSIGNMENT AS TENANTS IN COMMON

WHEREAS, King County, a legal subdivision of the State of Washington was granted River Protection Easements by EDWARD A. RATOLO and MARY E. RATOLO in documents duly recorded and identified under King County recording No. 5769890 and recording No. 5764182 (Exhibits C and D) for the area described in Exhibits A and B, for the following rights and purposes:

"to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures." and,

WHEREAS, to promote and advance the purpose of the River Protection Easements described above, King County has determined that all the rights and responsibilities granted to King County in the River Protection Easements should be held by King County, the City of Tukwila and the Green River Flood Control Zone District as tenants in common;

THEREFORE, to benefit the purpose of the easements and for valuable consideration, King County does hereby assign, as tenants in common with itself, to the City of Tukwila and the Green River Flood Control Zone District, all the rights and responsibilities granted to King County in the above identified River Protection Easements and as described in Exhibits A and B.

No party shall take any action on the described easements that would injuriously affect or render the easements appreciably less convenient and useful to any one of the other tenants in common.

Dated this _____ day of _____, 1991

(Title)

STATE OF WASHINGTON)
) ss
County of King)

On this _____ day of _____, 19____, personally appeared before me _____, to me known to be the individual that executed the within and foregoing instrument on behalf of King County, and acknowledged said instrument to be the free and voluntary act of King County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the official seal of King County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of _____
Residing at _____
My commission expires _____

EXHIBIT A.

**Green River Levee
City of Tukwila Project No. 86-DR21**

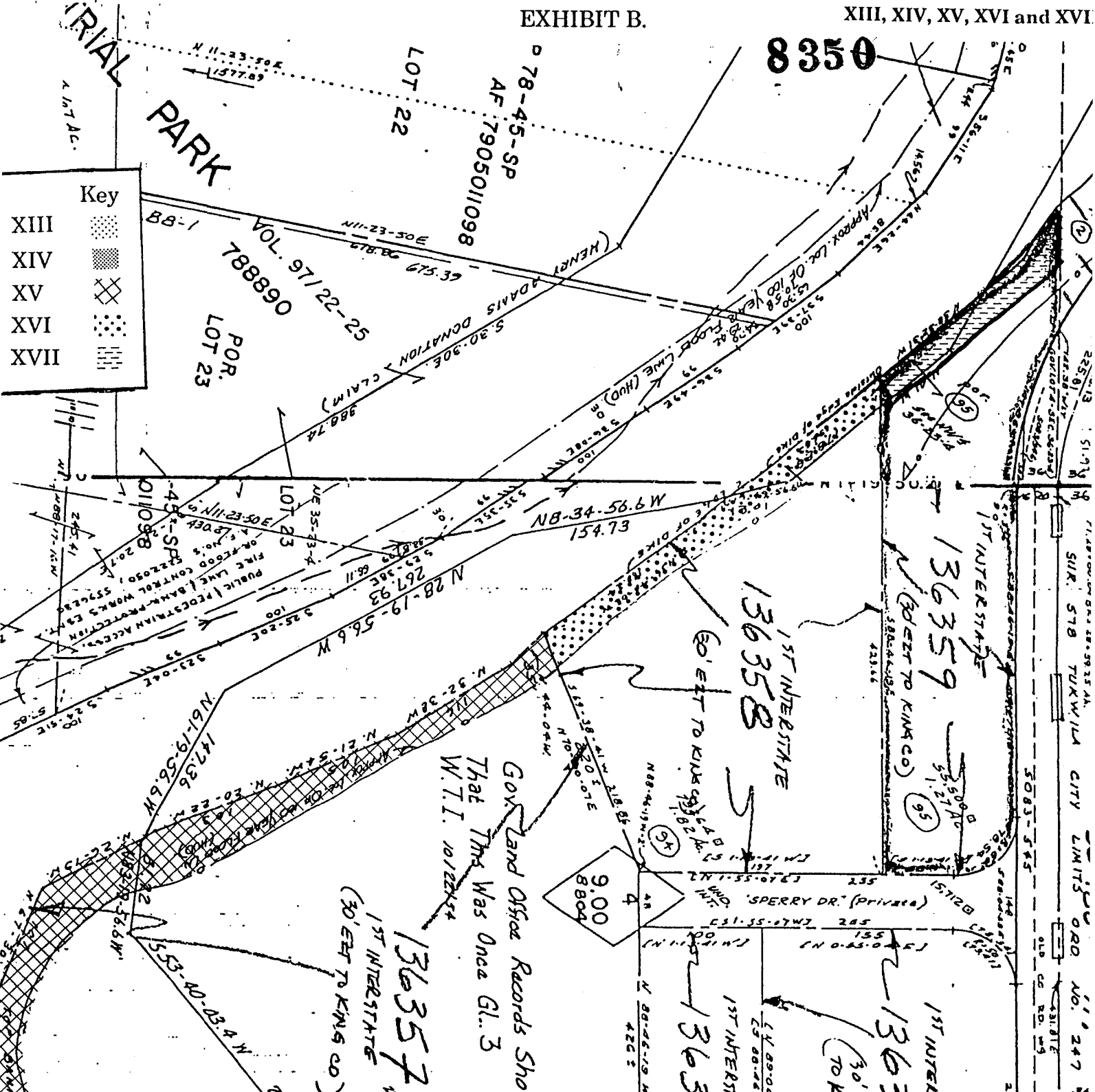
Legal Description for 1st Interstate Bank

Those certain 30.0 foot wide easements lying within Government Lot 4, Section 36, Township 23 North, Range 4 East, W.M., and Government Lot 1 in Section 35, Township 23 North, Range 4 East, W.M., as described in River Protection Easements recorded under Recording Numbers 5764182 and 5769890, records of King County, Washington.

8350

Key

- XIII
- XIV
- XV
- XVI
- XVII



PARK

LOT 22

78-45-SP
AF: 7905011098

88-1
VOL. 97/22-25
788890
POR.
LOT 23

43-SP
011098

LOT 23

NB-34-56.6 W
154.73

N 28-19-56.6 W
267.93

N 61-19-56.6 W
147.36

Gov Land Office Records Show
That This Was Once Gl. 3
W.T.I. 10/22/54

136357
1ST INTERSTATE
(30' EAT TO KING CO)

136358
1ST INTERSTATE

136359
(EAT TO KING CO)

9.00
8804

1363
1ST INTERST

1363
(30' EAT TO KING CO)

1ST INTERST

CITY LIMITS
ORD NO. 247
SUR. 578 TURWILIA

8350

Green River File 2D
Proj. 505-551-64

187

Ed. Ratolo
715 Kanyon
Seattle, Wn.RIVER PROTECTION EASEMENT

THIS INDENTURE, made this 23 day of June, 1964, between EDWARD A. RATOLO and MARY E. RATOLO, husband and wife, Grantor, and KING COUNTY, a legal subdivision of the State of Washington, Grantee:

W I T N E S S E T H:

That first Party in consideration of covenants herein contained, receipt of which is acknowledged, and the benefits which will accrue to the land of Grantor by the exercise of the rights herein granted, do hereby remise, release and forever grant unto the Grantee, its successors and assigns, an easement and right-of-way for the purposes hereinafter stated along the left bank of Green River, within a strip of land 30 feet in width that is parallel to and landward of the top of the river bank as constructed or reconstructed on the following described property:

T. L. 1, That portion of Lot 1 lying South of Section 35, Twp. 23 N., Range 4 E.W.M.

Rider #1

This easement is given subject to the Grantee replacing that portion of the present dyke from its present position to a position on the property over which this easement is given, to-wit, within approximately thirty (30) feet of the river's edge.

This easement is also given subject to the Grantee constructing and maintaining a gate at the west end of said easement, which shall be locked at all times. However, the Grantors shall have access through said gate and shall be permitted to pass over and use said easement property for any purpose they wish, as long as it does not interfere with the purpose for which this easement is given.

This easement is also given subject to Grantor's right to maintain and use a water line that now passes over

5764182

said thirty (30) foot easement. Grantee agrees not to damage or in anyway interfere with the flow of water through said pipe in exercising their rights under this easement,

This easement is subject to Grantee agreeing that it will construct the dyke no lower than the level of the street across the river from location of said dyke.

This easement is subject to Grantee keeping ~~weeds~~ ^{brush} under control, so that there will be no spread of said ~~weeds~~ ^{brush} to the adjoining property of Grantor.

This easement is subject to Grantee installing a new water line in place of the existing water line crossing said easement from materials furnished by the Grantor.

This easement is subject to Grantee replacing the present platform upon which the water pump is presently located with an adequate platform for the operation of said pump.

Grantee agrees that Grantor will not be held responsible for any damages which could occur as a result of the granting of said easement or the construction of the dyke thereon, and the use of said easement by Grantee, and Grantee will hold Grantor harmless from any such damages that might occur.

Said easement and right-of-way are for the following purposes only:

The right to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures.

The consideration above mentioned, is accepted as full compensation to the exercise of the rights above granted.

To have and to hold, all and singular, the said easement and

right-of-way, together with appurtenances, unto Grantee, its successors and assigns.

5764182

IN WITNESS WHEREOF the Grantors hereunto set their hands, the day and year above written.

Edward A. Ratolo

Grantor Edward A. Ratolo

Mary E. Ratolo

Grantor Mary E. Ratolo

STATE OF WASHINGTON)
ss.

COUNTY OF KING)

On this day appeared before me EDWARD A. RATOLO and MARY E. RATOLO, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1964.

Walter J. Roseberry Jr

Notary Public in and for the State of Washington, residing at Seattle

8350

E. A. Ratolo
715 Konyon Street
Seattle, Wn.

Green (White) River
Proj. No. 505-551-64 2D
185

5769890

RIVER PROTECTION EASEMENT

THIS INDENTURE, made this 23 day of June, 1964, between EDWARD A. RATOLO and MARY E. RATOLO, husband and wife, Grantor, and KING COUNTY, a legal subdivision of the State of Washington, Grantee:

W I T N E S S E T H:

That First Party in consideration of covenants herein contained, receipt of which is acknowledged, and the benefits which will accrue to the land of Grantor by the exercise of the rights herein granted, do hereby remise, release and forever grant unto the Grantee, its successors and assigns, an easement and right-of-way for the purposes hereinafter stated along the left bank of Green (White) River, within a strip of land 30 feet in width that is parallel to and landward of the top of the river bank as constructed or reconstructed on the following described property:

T. L. 17, Government Lot 4, Sec. 36,
Township 23 N., Range 4 E., W. M.

Rider #1

This easement is given subject to the Grantee replacing that portion of the present dyke from its present position to a position on the property over which this easement is given, to-wit, within approximately thirty (30) feet of the river's edge.

This easement is also given subject to the Grantee constructing and maintaining a gate at the west end of said easement, which shall be locked at all times. However, the Grantors shall have access through said gate and shall be permitted to pass over and use said easement property for any purpose they wish, as long as it does not interfere with the purpose for which this easement is given.

This easement is also given subject to Grantor's right to maintain and use a water line that now passes over said thirty (30) foot easement. Grantee agrees not to damage or in anyway interfere with the flow of water through said pipe in exercising their rights under this easement.

5769890

This easement is subject to Grantee agreeing that it will construct the dyke no lower than the level of the street across the river from location of said dyke.

This easement is subject to Grantee keeping ~~woods~~ brush under control, so that there will be no spread of said ~~woods~~ brush to the adjoining property of Grantor.

brush-E.A.R.-M.E.R.

E.A.R.-M.E.R.

This easement is subject to Grantee installing a new water line in place of the existing water line crossing said easement from materials furnished by the Grantor.

This easement is subject to Grantee replacing the present platform upon which the water pump is presently located with an adequate platform for the operation of said pump.

Grantee agrees that Grantor will not be held responsible for any damages which could occur as a result of the granting of said easement or the construction of the dyke thereon, and the use of said easement by Grantee, and Grantee will hold Grantor harmless from any such damages that might occur.

Said easement and right-of-way are for the following purposes only:

The right to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures.

The consideration above mentioned, is accepted as full compensation to the exercise of the rights above granted.

To have and to hold, all and singular, the said easement and right-of-way, together with appurtenances, unto Grantee, its successors and assigns.

IN WITNESS WHEREOF the Grantors hereunto set their hands, the

right-of-way, together with appurtenances, unto Grantee, its successors and assigns.

IN WITNESS WHEREOF the Grantors hereunto set their hands, the day and year above written.

5764182

Edward A. Ratolo
Grantor Edward A. Ratolo

Mary E. Ratolo
Grantor Mary E. Ratolo

STATE OF WASHINGTON)
ss.

COUNTY OF KING)

On this day appeared before me EDWARD A. RATOLO and MARY E. RATOLO, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1964.

Walter J. Roseburg Jr
Notary Public in and for the State of Washington, residing at Seattle

RIVER PROTECTION EASEMENT
ASSIGNMENT AS TENANTS IN COMMON

WHEREAS, King County, a legal subdivision of the State of Washington was granted River Protection Easements by MARIO A. SEGALE and LOUIS SEGALE in documents duly recorded and identified under King County recording No. 6027015 recorded May 11, 1966 and recording No. 6027013 recorded May 11, 1966 for the area described in Exhibits A and B, for the following rights and purposes:

"to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures." and,

WHEREAS, to promote and advance the purpose of the River Protection Easements described above, King County has determined that all the rights and responsibilities granted to King County in the River Protection Easements should be held by King County, the City of Tukwila, Washington and the Green River Flood Control Zone District as tenants in common;

THEREFORE, to benefit the purpose of the easements and for valuable consideration, King County does hereby assign, as tenants in common with itself, to the City of Tukwila, Washington and the Green River Flood Control Zone District, all the rights and responsibilities granted to King County in the above identified River Protection Easements and as described in Exhibits A and B.

No party shall take any action on the described easements that would injuriously affect or render the easements appreciably less convenient and useful to any one of the other tenants in common.

Dated this _____ day of _____, 1991

(Title)

STATE OF WASHINGTON)
County of King) ss

On this _____ day of _____, 19____, personally appeared before me _____, to me known to be the individual that executed the within and foregoing instrument on behalf of King County, and acknowledged said instrument to be the free and voluntary act of King County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the official seal of King County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of _____
Residing at _____
My commission expires _____

**Green River Levee
City of Tukwila Project No. 86-DR21**

**Legal Description for Proposed Levee Easement
Segale Property along River from South 180th Street to GACO Western Tract
Title No. 136362**

That portion of the following described Tract "X" lying within the 30.0 foot easement granted to King County by instruments recorded under Recording Numbers 6027013 and 6027015.

Tract "X"

All of Government Lot 5 in Section 35, Township 21 North, Range 4 East, W.M., in King County, Washington;

EXCEPT that portion of said Government Lot described as follows:

Beginning at the northwest corner of said Government Lot;

Thence S87°56'03"E along the north line thereof, 112.46 feet;

Thence S17°28'13"W, 432.63 feet to the west line of said Government Lot;

Thence N02°24'12"E along said west line, 417.09 feet to the point of beginning;

TOGETHER WITH that portion of Government Lot 6 in said Section described as follows:

Beginning at a point on the east line of said Government Lot, 417.09 feet south of the northeast corner thereof;

Thence S17°28'13"W, 134.55 feet;

Thence S66°31'27"E, 37.48 feet to the said east line;

Thence N02°24'12"E along said east line 143.40 feet to the point of beginning;

AND EXCEPT that portion thereof lying within the following described property:

Commencing at a monument at the northeast corner of the southwest quarter of the northeast quarter of said Section;

Thence S07°44'56"W, 956.67 feet to a point of curve;

Thence along a curve to the right having a radius of 2,500 feet through a central angle of 05°22'20", an arc distance of 234.41 feet;

Thence N76°52'44"W 30.00 feet to the True Point of Beginning;

Thence N69°15'04"W 55.31 feet;
Thence N30°55'15"W 52.59 feet;
Thence N82°15'05"W 187.64 feet;
Thence S07°44'56"W 48.23 feet to a point of curve;
Thence along a curve to the right having a radius of 477.465 feet, through a central angle of 13°00'00" an arc distance of 108.33 feet;
Thence S20°44'56"W 399.00 feet;
Thence S69°15'04"E 180.00 feet;
Thence S20°44'56"W 12.00 feet;
Thence S69°15'04"E 85.77 feet;
Thence along a curve to the left, whose center bears N63°30'32"W, having a radius of 2,470.00 feet, through a central angle of 13°22'12" an arc distance of 576.38 feet to the True Point of Beginning;

EXCEPT that portion described as follows:

Beginning at the southwest corner of Government Lot 2 in said section;
Thence S87°56'03"E along the line common to Government Lots 2 and 5, 177.19 feet;
Thence S09°03'25"W, 148.27 feet;
Thence S06°44'45"W, 82.23 feet;
Thence N66°54'09"W, 338.39 feet;
Thence northerly along a curve to the left, the center of which bears N71°16'17"W, having a radius of 2,530 feet through a central angle of 02°31'46", an arc distance of 111.70 feet to the said line between the government lots;
Thence S87°56'03"E along said common line, 133.76 feet to the point of beginning;

AND all that portion of Government Lot 2 of said Section, lying south of South 180th Street, and easterly of the following described line:

Commencing at the northwest corner of said Government Lot 2;
Thence S87°50'09"E along the north line thereof, 309.0 feet;
Thence along a curve to the left having a radius of 300 feet, through a central angle of 22°30'12", an arc distance of 117.81 feet;
Thence S20°20'21"E, 36.0 feet to the south margin of said South 180th Street, and the point of beginning of the line;
Thence S36°31'53"W, 335.86 feet;
Thence along a curve to the left, having a radius of 430 feet, through a central angle of 14°28'22", an arc distance of 108.63 feet;
Thence S22°03'26"W, 34.28 feet;
Thence along a curve to the left, having a radius of 800 feet, through a central angle of 18°44'11", an arc distance of 261.61 feet;

Thence S03°19'14"W, 141.75 feet;
Thence along a curve to the right, having a radius of 3,500 feet, through a central angle of 03°41'20", an arc distance of 225.31 feet;
Thence S07°00'35"W, 26.08 feet;
Thence S09°03'25"W, 579.24 feet;
Thence S06°44'45"W, 82.23 feet to the terminus of the aforesaid line.

AND that portion of Government Lot 6 of said section lying southerly of the north line of the flood control easement defined as follows:
Commencing at a point S89°01'50"E 505.54 feet and north 00°58'10"E 313.17 feet from the southwest corner of said Government Lot 6;
Thence S66°31'59"E 343.91 feet to the north line of said flood control easement and the True Point of Beginning;
Thence easterly along said north line to the easterly line of said Government Lot 6;
AND that portion of City of Tukwila Short Plat #86-45SS according to Short Plat recorded under Recording Number 8609081152 in Government Lot 2 of said section, lying easterly of the easterly line of Lots 2, 3, and 4 of said Short Plat.

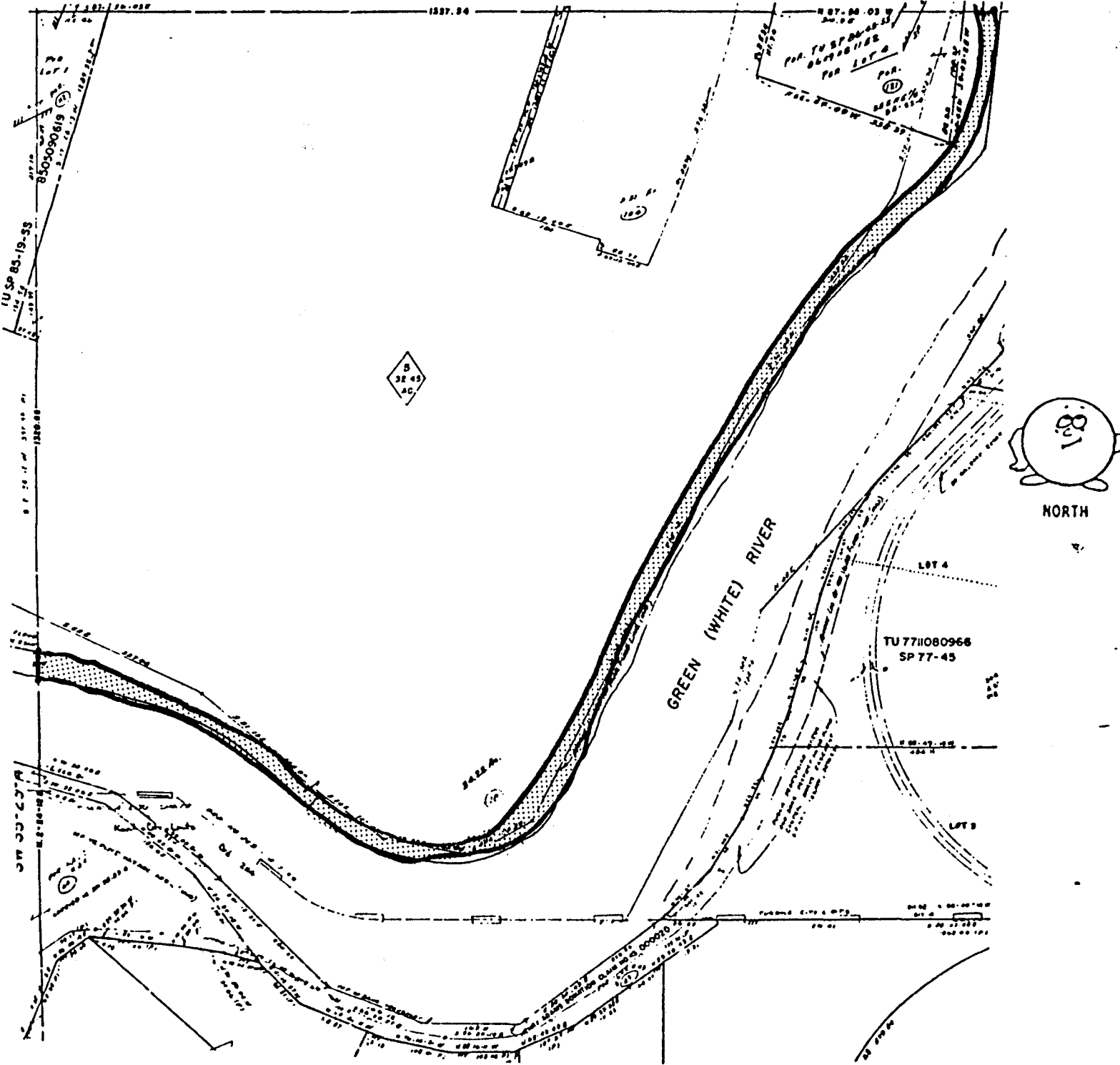
End of Tract "X"



STEWART TITLE COMPANY
of Washington, Inc.

ORDER NO. 136362

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.



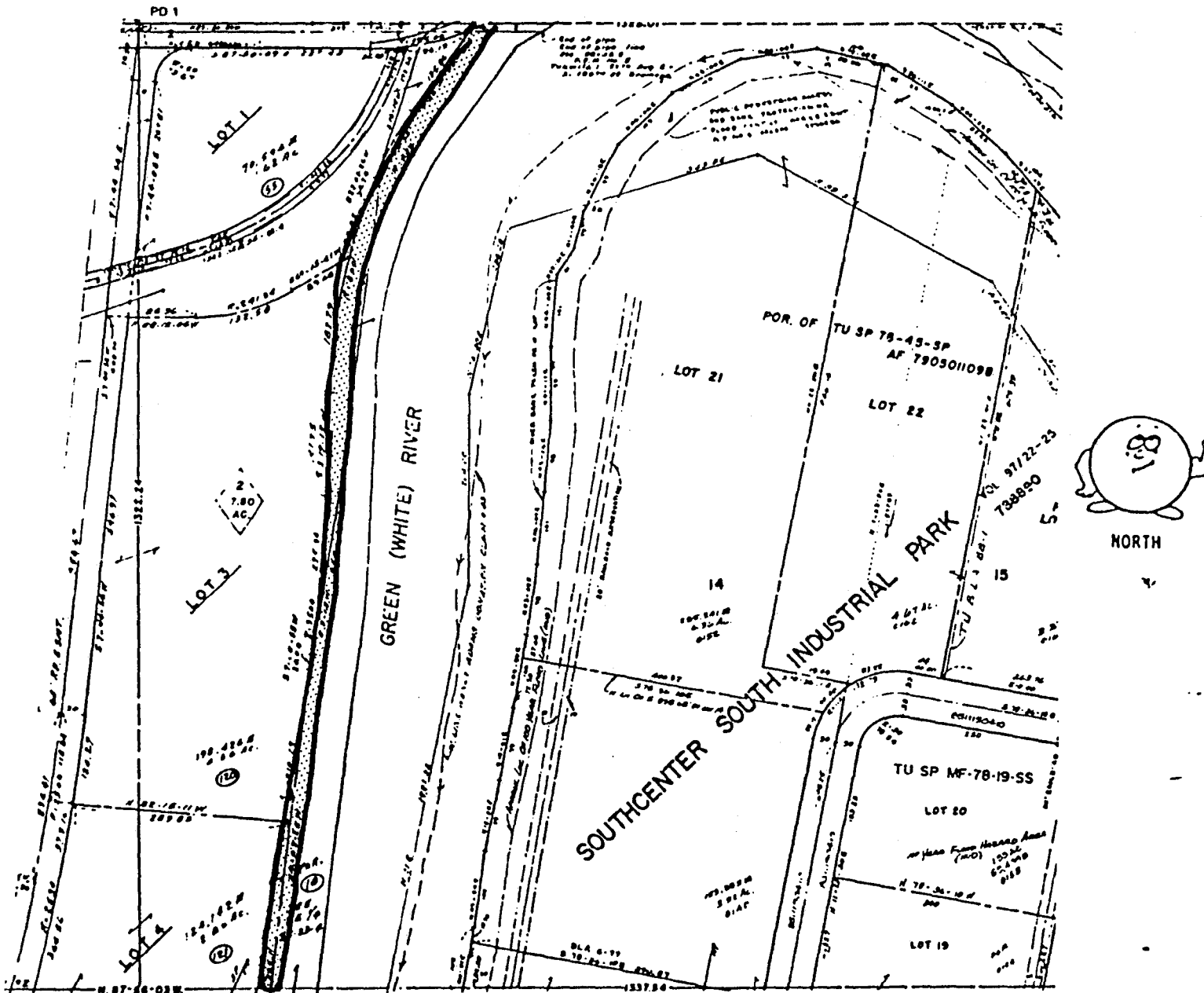
Portion of Government Lot 5 35-23-4



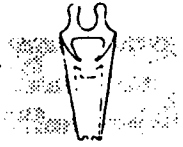
STEWART TITLE COMPANY
of Washington, Inc.

ORDER NO. 136362

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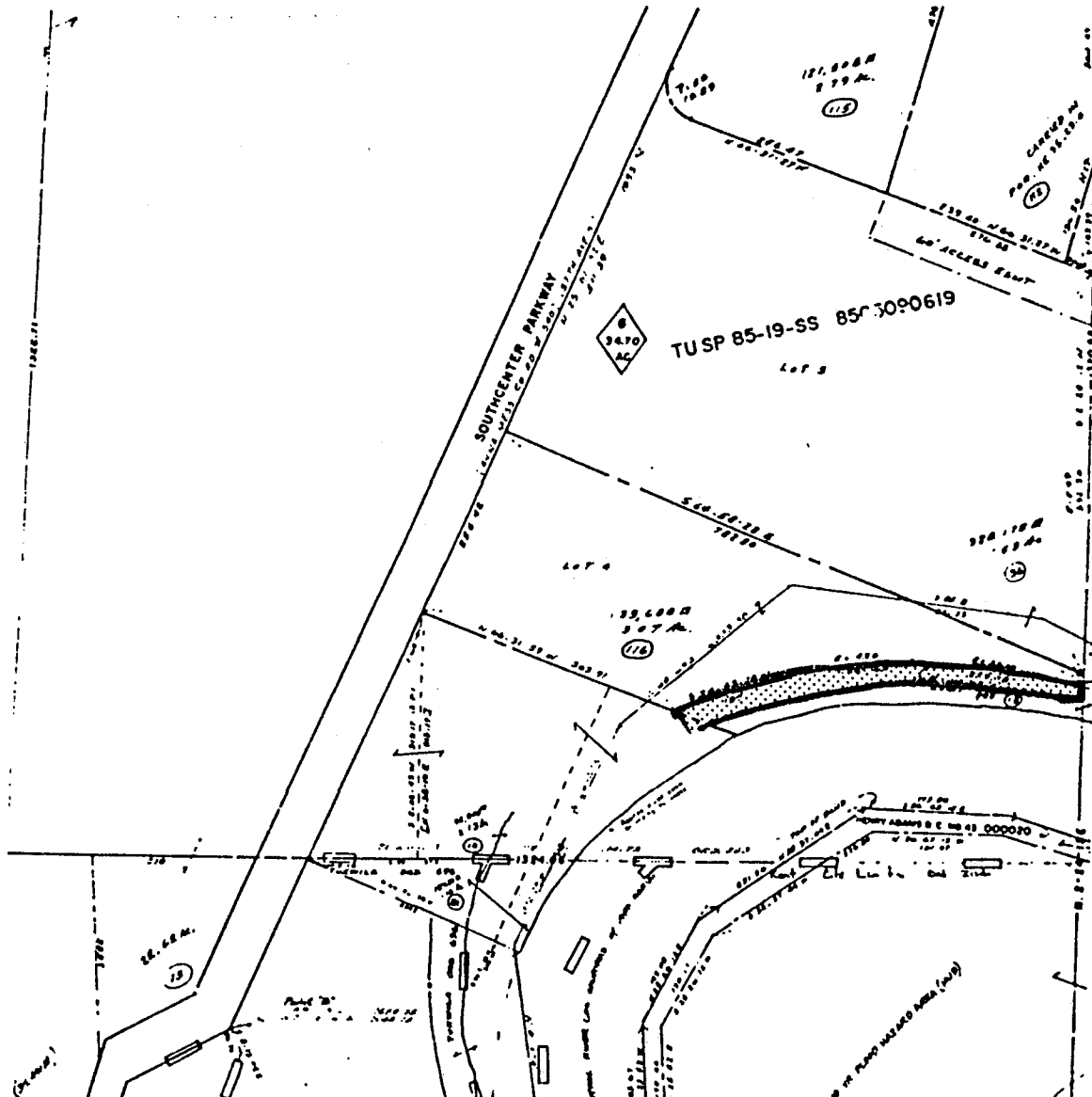
Portion of government lot 2 35-23-4



STEWART TITLE COMPANY
of Washington, Inc.

ORDER NO. 136362

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.



NORTH

RIVER PROTECTION EASEMENT
ASSIGNMENT AS TENANTS IN COMMON

WHEREAS, King County, a legal subdivision of the State of Washington was granted a River Protection Easement by Joseph Gunter in a document duly recorded and identified under King County recording No. 6182821 recorded May 31, 1967 (Exhibit C) for the area described in Exhibits A and B, for the following rights and purposes:

"to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures." and,

WHEREAS, to promote and advance the purpose of the River Protection Easements described above, King County has determined that all the rights and responsibilities granted to King County in the River Protection Easements should be held by King County, the City of Tukwila, Washington, and the Green River Flood Control Zone District as tenants in common;

THEREFORE, to benefit the purpose of the easements and for valuable consideration, King County does hereby assign, as tenants in common with itself, to the City of Tukwila, Washington and the Green River Flood Control Zone District, all the rights and responsibilities granted to King County in the above identified River Protection Easement and as described in Exhibits A and B.

No party shall take any action on the described easements that would injuriously affect or render the easements appreciably less convenient and useful to any one of the other tenants in common.

Dated this _____ day of _____, 1991

by: _____
KING COUNTY, WASHINGTON

(Title)

STATE OF WASHINGTON)
) ss
County of King)

On this _____ day of _____, 19____, personally appeared before me _____, to me known to be the individual that executed the within and foregoing instrument on behalf of King County, and acknowledged said instrument to be the free and voluntary act of King County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the official seal of King County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of _____
Residing at _____
My commission expires _____

Green River Levee
City of Tukwila Project No. 86-DR21

Legal Description for Proposed Levee Easement
Metro Land Development/Segale Property in Government Lots 10 & 11
Title No. 136372

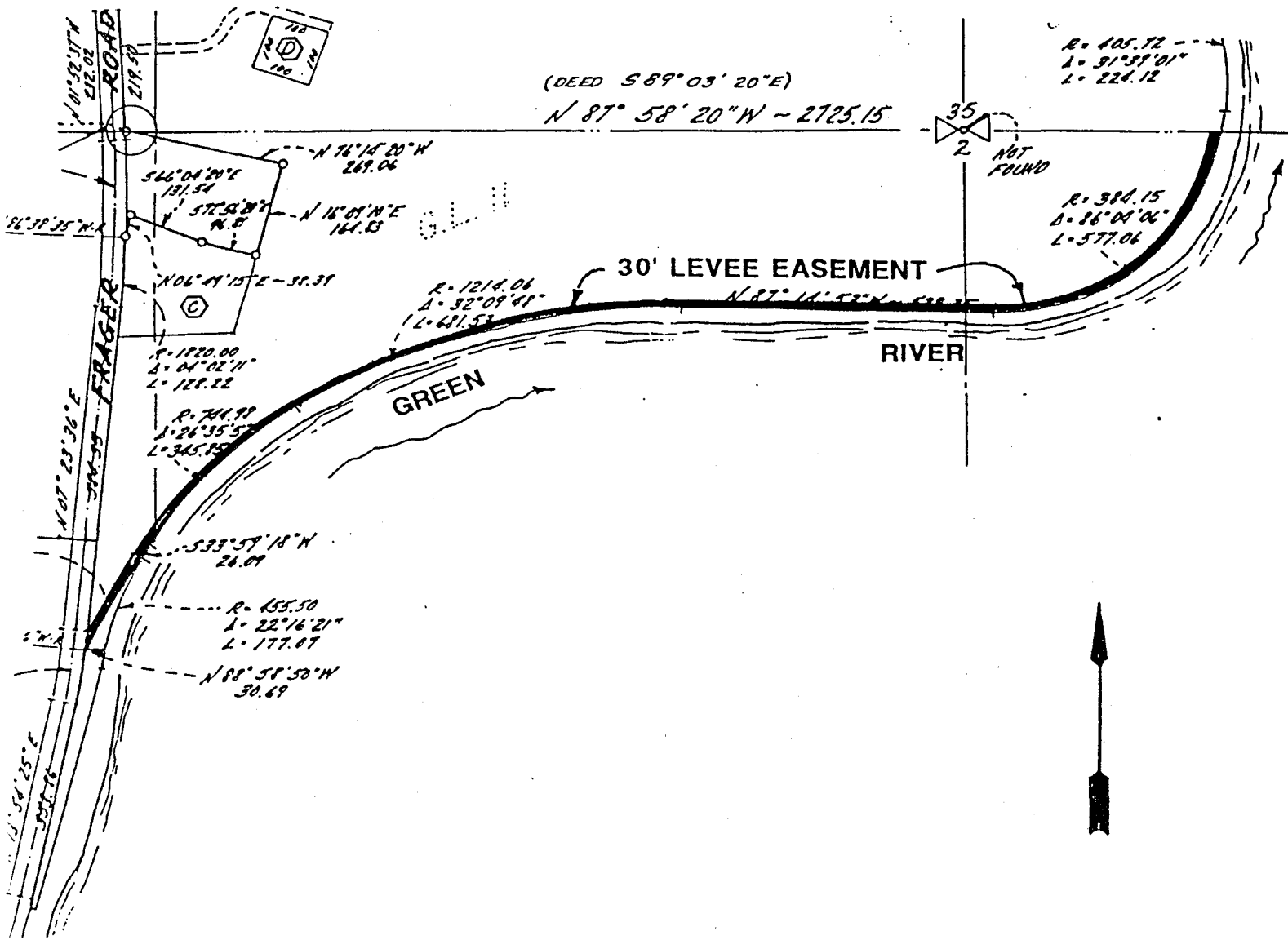
A strip of land 30.0 feet in width having 15.0 feet on each side of the centerline of the top of the existing levee lying within the following described Tract "X."

Tract "X"

That portion of Government Lots 10 and 11 in Section 2, Township 22 North, Range 4 East, W.M., in King County, Washington, lying east of the easterly margin of Southcenter Parkway (formerly Frager Road) and westerly of the west bank of the Green River, EXCEPT that portion thereof described as follows:

Beginning at a point on the north line of said Section 2 from which the northwest corner bears N89°03'20"W a distance of 1,314.12 feet;
Thence S77°19'20"E 269.06 feet;
Thence S15°04'10"W 164.83 feet;
Thence N74°01'20"W 96.81 feet;
Thence N67°09'20"W 131.54 feet, more or less, to the easterly margin of Southcenter Parkway;
Thence northerly along the easterly margin of said road to the north line of said section;
Thence S89°03'20"W 0.13 feet to the point of beginning.

Green River Levee
Exhibit Showing 30' Levee Easement
Metro Land Development/Segale Property in Government Lots 10 & 11



Joseph Gunther
4421 S. 196th
Kent, Wash.

RIVER PROTECTION EASEMENT

GREEN RIVER
Proj. # 705-701-67

N/A 2 # 211
1967

THIS INDENTURE, made this 19th day of May

between Joseph Gunter
Grantor, and King County, a legal subdivision of the State of Washington,
Grantee:

6182821

WITNESSETH, that first party, in consideration of MUTUAL BENEFITS
receipt of which is acknowledged, and the benefits which will accrue to
the land of Grantor by the exercise of the rights herein granted, do hereby
revoke, release and forever grant unto the Grantee, its successors and
assigns, an easement and right-of-way for the purposes hereinafter stated
along the LEFT bank of GREEN River, within a
strip of land 30 feet in width that is parallel to and landward of the top
of the river bank as constructed or reconstructed on the following describ-
ed property. All of Gov Lot 7, less County Rds. in Sec. 2, Twp. 22 N.R. 4
E.W.M., ALSO a portion of Gov Lot 10 & 11 described as follows: Beginning
on the West line of Sec. at a point S. 1°55'10" E. 217.06 ft., of the North-
West corner thereof, thence S. 1°55'10" E. 595.77 ft., thence N. 37°42'25" E.
12.78 ft., thence S. 12°19'45" W. 193.01 ft., thence S. 30°11'35" W. 95.52 ft.,
thence N. 59°59'10" W. 104.00 ft., to Sec. line, thence S. 1°55'10" E. to
Southwest corner of Gov Lot 10, thence along said south line to West bank of
Green River, thence Northerly and Northeasterly along said river bank to North
line of Gov Lot 11, thence West along said North line to point 1314.12 ft.
East of Northwest corner of Section, thence S. 77°19'20" E., 269.06 ft., thence
S. 15°04'10" W., 311.40 ft., thence S. 22°33'10" W., 199.77 ft., thence N. 2°
41'45" E., 110.11 ft., thence N. 72°37'15" W., 373.20 ft., thence S. 57°55'05"
W., 200.00 ft., thence S. 73°11'15" W., 208.16 ft., thence S. 17°47'50" W.,
255.57 ft., thence N. 45°27'10" W., 549.16 ft., to beginning, less roads, less
portion of S. 510.00 ft. of Gov Lot 10 lying between 40 ft. County Road and
River Bank if any less portion Northwest of Orillia Road Extension.
In Section 2, Twp. 22 N.R. 4 E.W.M. T.L. 11 and T. L. 33.

KING COUNTY FLOOD CONTROL WILL:

1. Build ramp and platform at present pump site.
2. Built two (2) approach ramps on field side of levy.
Location to be set at time of beginning construction.

Grantor may have excess material from present berm.

*Better
copy of
legal*

Joseph Gunter

2 sheets

182821

Said easement and right-of-way are for the following purposes:
The right to enter upon the above described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with right to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to the structures.

The consideration above mentioned, is accepted as full compensation to the exercise of the rights above granted.

To have and to hold, all and singular, the said easement and right-of-way, together with appurtenances, unto Grantee, its successors and assigns.

IN WITNESS WHEREOF the Grantor hereunto set _____ hand, the day and year above written.

Joseph Gunter
Grantor

Grantor

STATE OF WASHINGTON) ss
COUNTY OF KING)

On this day appeared before me JOSEPH GUNTER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of MAY 1967

Notary Public in and for the State of Washington, residing at 5155 2nd

2/10/64
CL:mpm

MAY 31 1967