AN ORDINANCE of the City of Kent, Washington relating to parks and recreation; recognizing and accepting the Green River Corridor, authorizing closure of Russell Road to through automotive traffic between Meeker Street and James Street (S.E. 240th Street); directing the opening of T.S. Russell Road conveyed under recording numbers 2801929 and 2801930 Records of King County Washington, in the vicinity of Van Doren's Landing Park, and directing the City Attorney to proceed with any legal action necessary to establish rights to open said portion of Russell Road to pedestrian and nonmotorized vehicles; ratifying and confirming prior acts.

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals and Findings.

1.1 The Green River Corridor within the City of Kent is an area of great importance for its scenic, recreational, and wildlife habitat value.

1.2 In 1978 King County received a report, commissioned by the County, entitled "A River of Green" to identify resources of the Green River and to recommend future governmental action concerning the Green River Corridor.

1.3 In January 1980 the City of Kent received a report, commissioned by the City, entitled "Green River Corridor Plan," which focused on the Green River Corridor within the City of Kent and identified the public acquisitions and development regulations required to guarantee that the Green River resources are maintained and protected.

1.4 On March 2, 1981, the Kent City Council added the Green River Corridor plan to the City of Kent Parks and Recreation Plan, and adopted Resolution 921 designating scenic and recreation drives along the Green River.

1.5 On March 18, 1985, the Kent City Council adopted Ordinance 2544 to provide for the Green River Corridor Special Interest District, to protect land adjacent to the River from land
uses which would adversely affect the shoreline environment, and to implement the adopted policies of the City of Kent Valley Studies Program.

1.6 The City of Kent has received property and property interests along the Green River Corridor, and has authorized certain park, recreation and other Capital Improvement Projects in the Corridor, to wit:

1.6.1 **Brisco Greenbelt**
3/7/80 Quit Claim Deed from Union Pacific Land Resources Corp. for 6.72 acres.

1.6.2 **Uplands Greenbelt** (Southcenter Corp. Park)
2/14/80 Quit Claim Deed from Union Pacific Land Resources Corp. for 7.20 acres.

1.6.3 **Boeing Greenbelt**
12/26/74 Quit Claim Deed from Boeing to Trust for Public Land who in turn quit claimed the 4.5 acres to the City of Kent on 11/4/75.

1.6.4 **212th Street - East Side Property**
3/1/82 Quit Claim Deed donating river bank from Delane A. Garrett and Beth Garrett.

1.6.5 **212th Street - West Side Property**
5/28/82 Quit Claim Deed donating river bank from Church of Jesus Christ of Latter Day Saints.

1.6.6 **212th Street Pedestrian Underpasses**
8/6/84 City Council awarded a construction contract to W.B.E. Enterprises for pedestrian/bicycle underpasses underneath the east and west side of the 212th Street bridge.

1.6.7 **Anderson Rest Stop**
12/21/73 Statutory Warranty Deed donating .33 acre from Norman M. Anderson and Delia J. Anderson.

1.6.8 **DiPietro**
11/18/85 Ordinance 2590 accepting a Quit Claim Deed from Vincenzo DiPietro for .9124 acre.
1.6.9 Van Doren's Landing Park
4/2/84 Council authorized combining $28,500 of King County Forward Thrust funds with $151,500 State funds to acquire 6.44 acres from Winston.

1.6.10 10/12/84 Uplands Industries donated approximately 1 acre adjacent to the Winston property as part of a total 7.69 acre riverfront donation (see Uplands Greenbelt South).

1.6.11 4/15/85 Council awarded construction contract to R. W. Scott to build a passive park.

1.6.12 Uplands Greenbelt South
10/12/84 Quit Claim Deed from Uplands Industries donating 7.69 acres along the Green River.

1.6.13 Russell Woods (Lakes Donation)
5/1/81 Permissive use agreement signed by Anon Development Corp. authorizing the city to use the flood control dike from 228th (Russell Woods) to where the dike returns to Russell Road (Neely House).

1.6.14 3/25/85 Quit Claim Deed from Centron Properties Corp. for the Russell Road property from the Neely House south to James Street.

1.6.15 Riverfront Park
8/15/75 Acquired 35 acres from Ralph Benaroya through purchase and donation.

1.6.16 Golf Course Expansion
4/2/84 Council approved Ordinance 2463 authorizing sale of general obligation bonds to acquire 40 acres from Green River Partnership.

1.6.17 Meeker Street Underpass
12/6/76 Awarded a construction contract to Doolittle Construction Company for a pedestrian underpass under the west end of the bridge.
1.6.18 8/6/84 Awarded a construction contract to W.B.E. Enterprises for a pedestrian underpass under the east end of the bridge.

1.6.19 516 Pond Property
3/30/82 State of Washington acquired 5.7 acres by Warranty Deed from William Ketcham and Thomas Williams.

1.6.20 12/27/84 Council authorized the City to sign an interagency agreement with the State for use and maintenance of the 516 Pond Property.

1.6.21 Kent Municipal Golf Course and Driving Range

1.6.22 Green River (516) Hanging Pedestrian Bridge
7/18/83 Council authorized agreement with State of Washington to obligate city up to the amount of $107,102 for construction of a hanging pedestrian bridge.

1.6.23 Riverwood Apartments
3/1/85 Recreation easement granted for the dike area.

1.6.24 State Highway Department Easement
1981 Ten foot trail easement across Good News Bay property - each side of SR 516.

1.6.25 Valley Publishing
2/5/79 Quit Claim Deed for Valley Publishing property between Hawley Road and the Green River.

1.6.26 SR 167 Underpass
October 1982 City crews constructed a bicycle/pedestrian trail under SR 167 bridge at the end of Hawley Road.
1.7 The Kent City Council, in workshop on February 24, 1986, reviewed the history of the Green River Corridor, and the Green River Corridor acquisitions, and further considered closure of Russell Road to through traffic between Meeker Street and James Street (S.E. 240th St.), to provide for pedestrian and traffic safety, and to facilitate utilization of Russell Road and River Front Parks.

1.8 The Kent City Council hereby determines that it is in the best interests of the City to provide for the opening of a certain 60 foot strip of land conveyed for T.S. Russell Road by deeds recorded May 28, 1934 under Recording Numbers 2801929 and 2801930, Records of King County Washington, to facilitate pedestrian and nonmotorized vehicle access to Van Doren's Landing Park and the Green River Corridor.

Section 2.

2.1 Those properties and property interests identified in Section 1.6 are accepted for the Green River Corridor, park and recreation uses, and such other uses as are provided by law; prior acceptance of such properties are hereby ratified and confirmed.

2.2 The Mayor be and he is hereby authorized to execute the DEED, RESERVATIONS, RESTRICTIONS AND AGREEMENT, substantially in the form attached hereto as Appendix A with Centron Properties Corporation for the "Neely Residence," the "Green River Corridor" and "Russell Woods Properties."

Section 3. The Public Works Department, working in conjunction with the Department of Parks and Recreation, be and is hereby authorized to close Russell Road to through vehicular traffic between Meeker Street and James Street (S.E. 240th St.). Such closure shall provide for vehicular access to parking lots and parking facilities servicing Russell Road Park and Riverfront Park. The Public Works Department and Parks Department will work with the Kent School District to facilitate school bus access in the area of Russell Road Park.

Section 4. It is in the public interest to provide for the opening of that certain 60 foot strip of land conveyed for T.S. Russell Road by deeds recorded under Recording Numbers 2801929 and 2801930, Records of King County, Washington. Said 60 foot strip being adjacent to the City of Kent Van Doren's Landing
Park. Such 60 foot strip of land shall be open to pedestrian and nonmotorized vehicular access, to facilitate public access to Van Doren's Landing Park and the Green River Corridor. The City Attorney be and he is hereby authorized to proceed with any legal action necessary to establish the City's right to open said 60 foot strip of land for T.S. Russell Road as described herein.

Section 5. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 6. Effective Date. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

ATTEST:

DAN KELLEHER, MAYOR

APPROVED AS TO FORM:

P. STEPHEN DIJULIO, CITY ATTORNEY

PASSED the 3rd day of March, 1986.
APPROVED the 4th day of March, 1986.
PUBLISHED the 7th day of March, 1986.

I hereby certify that this is a true copy of Ordinance No. 2616, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

MARIE JENSEN, CITY CLERK
DEED, RESERVATIONS, RESTRICTIONS AND AGREEMENT

This DEED, RESERVATIONS, RESTRICTIONS AND AGREEMENT dated this ____ day of ______________, 1986, by and between CENTRON PROPERTIES CORPORATION, a Washington corporation (hereinafter referred to "Centron"), and the CITY OF KENT, a municipal corporation organized and existing under the laws of the State of Washington (hereinafter referred to as the "City").

1. RECITALS.

1.1 Centron, which acquired title as Arrow Development Corporation, a Washington corporation, is the owner of certain real property (Kent 241) more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

1.2 Pursuant to an approved MASTER PLAN (City of Kent Ordinance 2307, King County Recording No. 8111020546), Centron is developing Kent 241 as a multi-family residential development with approximately 2,429 units, extensive open space and lakes on approximately 241 acres, adjacent to the east bank of the Green River, located in the City of Kent, King County, Washington.

1.3 Three contiguous portions of Kent 241 east of the Green River, consisting of approximately seventeen (17) acres, more or less, legally described on Exhibit B, attached hereto and incorporated herein by this reference and identified as: the "Neely Residence," the "Green River Corridor," and the "Russell Woods," have been set aside and are to be preserved for open space and public park purposes. Centron has agreed to grant and convey the Neely Residence, the Green River Corridor, and the Russell Woods to the City, as a gift, to be used only for open space and public park purposes, and the City has agreed to accept said conveyance of Neely Residence, the Green River Corridor, and the Russell Woods, as a gift for open space and public park purposes.

1.5 Centron and the City have agreed to certain terms and conditions to which the conveyance of the Neely Residence, the Green River Corridor, and the Russell Woods shall be subject.
NOW THEREFORE in consideration of the mutual covenants and promises herein contained and other valuable consideration, receipt of which is hereby acknowledged, Centron and the City do hereby agree as follows.

2. DEED.

Centron hereby conveys and quit claims as a gift to the City for open space and public park purposes, subject to the terms and conditions set forth hereinafter:

2.1 The Neely Residence;
2.2 The Green River Corridor;
2.3 The Russell Woods.

The legal description of such property is set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. USE AND RESTRICTIONS.

3.1 Neely Residence.

3.1.1 The historic site known as the Neely Residence consists of not less than 1.3 acres. The structure on the premises shall be preserved and maintained by the City of Kent as an historic landmark, and the appearance of the structure shall be maintained at least to the appearance and standard existing at the date of this agreement.

3.1.2 In the event the premises are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render the structure uninhabitable or, in the sole discretion of the City of Kent, inappropriate for repair or reconstruction, the City shall have the sole option to repair or rebuild the same.

3.1.3 The City of Kent is granted the exclusive right to remove, move, or otherwise make a determination as to the preservation of the Neely Residence. Provided, however, should the City of Kent determine to demolish or otherwise remove the Neely Residence from the premises, then the City of Kent shall restore the premises to public park and open space. In no event shall the City of Kent allow the premises to be used for other than passive park uses as described in Section 3.2.2 below.

3.1.4 Notwithstanding the provisions of Section 7, the election by the City to not reconstruct or repair the structure in the event of such circumstances identified in Section 3.1.2, or the determination by the City to
remove the structure pursuant to Section 3.1.3, shall not result in a reverter to Centron.

3.1.5 The Neely Residence may be occupied, leased, or otherwise used by the City consistent with the purposes expressed herein. Nothing in this AGREEMENT shall be read to preclude the City's ability to lease to, or otherwise agree with, persons, organizations or societies for the purposes of maintaining and developing the Neely Residence as an historic landmark. Parking on the premises shall be limited to one parking space per 250 square feet of building, provided however, that additional spaces may be provided if required by the provisions of the Kent Zoning Code, or unless otherwise permitted as provided in Section 3.4, below.

3.2 Green River Corridor.

3.2.1 The Green River Corridor shall be used by the City only for open space and public park purposes. Development of the corridor shall be consistent with plans and specifications for development of park and recreation areas adjacent to the Green River.

The open space and public park uses for the Green River Corridor shall be limited, for a period not to exceed 15 years from the date of this agreement, to passive uses. Such passive uses are defined as: normal maintenance, Green River access, pedestrian and bike trails, picnic areas, scenic and nature observation areas, and fishing access. Passive uses for the purposes of this section do not include ballfields, athletic courts, or other areas for organized or team play.

3.3 Russell Woods.

3.3.1 The Russell Woods shall be used by the City only for open space, in its present natural state and condition.

3.3.2 For a period of 15 years from the date of this agreement, no trees or other similar flora shall be cut or removed from Russell Woods, except for normal maintenance to remove fallen or damaged trees. For the same 15 year period, any structure, building or development whatsoever to be built or maintained on, under or across Russell Woods, including, but not limited to, any fences, barricades, railings or similar structures shall require the prior approval of Centron Properties Corporation in its sole and exclusive capacity, as provided in Section 3.4 below.

3.4 General. Prior to undertaking any improvements or construction for which prior written approval of Central Properties Corporation is required
by Section 3.1, 3.2, and 3.3, above, all plans and specifications for such improvements or construction shall first be submitted to Centron Properties Corporation. Within thirty (30) days of receipt of such plans and specifications, Centron Properties Corporation shall approve, modify or disapprove the plans and specifications in writing. If Centron Properties Corporation fails to approve, modify or disapprove the plans and specifications within the thirty day period, the same shall be deemed approved. The prior written approval as required herein shall not be unreasonably withheld; provided such development, improvement or structure does not interfere with Centron Property Corporation and Centron successors' access or use to the public park property or within Centron Property Corporation and Centron successors' easement rights as provided in this agreement. The provisions for prior written approval as set forth herein shall only be required for a period of 15 years from the date hereof.

4. RESERVATIONS.

4.1 Access. Centron and, without limitation, its grantees, successors, assigns, lessees, tenants, subtenants, guests, invitees, licensees and all grantees, successors, assigns, lessees, tenants, subtenants, guests, invitees and licensees thereto ("Centron's successors") shall have the right to enter upon and use the Neely Residence, the Green River Corridor and Russell Woods for any and all purposes not inconsistent with the rights herein contained, to the same extent as the Neely Residence, the Green River Corridor, and the Russell Woods are open for use by the general public. Provided, however, that the Green River Corridor and Neely Residence shall not be improved with any fence, barricade, railing or other structure without the prior written approval of Centron Properties Corporation in its sole and exclusive capacity, as provided in Section 3.4, above.

4.2 Easement Reservation. Centron reserves unto itself an easement to benefit Kent 241 for utilities under the properties identified in Exhibit B hereto, for installation and maintenance of all utilities and appurtenances thereto and making connections therewith; provided, however, that any such installation and maintenance shall be repaired and replaced to a reasonable condition, consistent with the condition prior to such installation and maintenance.

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5. OPEN SPACE REQUIREMENT. Centron shall at all times be entitled to use the Neely Residence, the Green River Corridor, and the Russell Woods to satisfy or comply with any open space, recreational or park requirement or similar requirements which are or may be imposed by the City on any and all development of Kent 241.

6. MISCELLANEOUS.

6.1 The Neely Residence, the Green River Corridor, and the Russell Woods shall be made available by the City to the public for recreational purposes. Nothing in this agreement shall be construed to waive, modify, or otherwise change the application of RCW 4.24.200 and RCW 4.24.210.

6.2 The City shall indemnify and hold Centron harmless from any and all liability, losses, obligations, damages, claims, costs, including reasonable attorney's fees, and expenses of any nature whatsoever, and from any and all liability to any person or property, on account of any damage or loss to person or property arising out of or resulting from directly or indirectly the use of the Neely Residence, the Green River Corridor, and the Russell Woods for park, recreation or open space purposes.

6.3 All notices, including approvals, required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by the United States Certified Mail, return receipt requested, or by public or private service, addressed as set forth below, and shall be effective when mailed. If to Centron: Centron Properties Corporation, 855 - 106th Avenue N.E., P.O. Box C-90001, Bellevue, Washington 98009. If to the City: City of Kent, 220 4th Avenue South, Kent, Washington 98032-5895.

6.4 The covenants, conditions, rights and restrictions herein granted, created and set forth shall be covenants running with the property identified in Exhibit A and B hereto and shall inure to the benefit of and be binding upon Centron's successors. All the covenants, conditions, rights, restrictions, methods and obligations of the City herein shall be covenants running with the property identified in Exhibit B hereto and shall inure to the benefit of and be binding upon the City's grantees, successors, and assigns.

6.5 Centron shall be entitled to assign all or part of its rights, obligations, interests under this deed, reservations, restrictions and agreement provided such assignment shall be in writing and fully executed by
the appropriate officer of Centron. Except as expressly permitted herein no other assignment or transfer by Centron of interests reserved hereunder shall be of any force or effect.

7. REVERTER. In the event that the City ceases using the Neely Residence, the Green River Corridor, and the Russell Woods, for the public park and open space purposes provided in this agreement, then title to the Neely Residence, the Green River Corridor, or the Russell Woods, whichever parcel has not been operated consistent with the provisions of this agreement, shall automatically and irrevocably revert to Centron Properties Corporation, its successor, without requirement of notice or any other requirement.

Executed on the day and year first above written.

CENTRON PROPERTY CORPORATION

By ______________________________
its ______________________________

CITY OF KENT

By ______________________________
DAN KELLEHER, MAYOR

ATTEST:

MARIE JENSEN, CITY CLERK
STATE OF WASHINGTON )
COUNTY OF KING )

On this day personally appeared before me to me known to be the of Centron Properties Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes herein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of the corporation. IN WITNESS WHEREOF I have hereunto set my hand and seal this day of , 1986.

NOTARY PUBLIC in and for the State of Washington, residing at .

On this day personally appeared before me DAN KELLEHER to me known to be the Mayor of the City of Kent, the municipal corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes herein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of the City. IN WITNESS WHEREOF I have hereunto set my hand and seal this day of , 1986.

NOTARY PUBLIC in and for the State of Washington, residing at .