

CITY OF SEATTLE
ORDINANCE 126329
COUNCIL BILL 120048

AN ORDINANCE relating to the City-owned real property known as the Red Barn Ranch and to the future North Rainier Park; authorizing the Superintendent of Parks and Recreation to execute documents removing recreational covenants from the Red Barn Ranch; and placing a restrictive covenant onto the North Rainier landbanked development property.

WHEREAS, in 1970 The City of Seattle (“City”) acquired a rural property of approximately 39 acres located approximately 30 miles outside Seattle city limits for the purpose of operating a youth outdoor recreation camp; and

WHEREAS, to pay for the acquisition, the City accepted funds from state and federal open space programs administered by the Washington State Recreation and Conservation Office (RCO) granted to the City on condition that the Red Barn Ranch property be used permanently for public outdoor recreation and the property be restricted to this purpose by recording against the property a Deed of Right to Use Land for Public Recreation Purposes (“Deed of Right”) as to the state funding program and an additional deed as to the federal program (together, the “Recreational Deeds”); and

WHEREAS, the Red Barn Ranch property was placed in Seattle Parks and Recreation’s (SPR) jurisdiction, and SPR renovated the property from 1971 to 1972, and afterward operated the youth camp until 1983, when operating costs, logistical challenges, and budget constraints required closing the camp; and

WHEREAS, the property remained closed and minimally maintained after 1983 because of the difficulty and expense of operating the property, in part due to its distance from Seattle, until the City began engaging outside entities to operate the Red Barn Ranch property for the purpose of providing ongoing recreational and educational programming; and

1 WHEREAS, as part of this ongoing effort, the City contracted with a private entity to operate a
2 conference and recreation center from 1985 to 1987, then contracted with the Auburn
3 School District from 1988 to 1991 to conduct a multipurpose education program on the
4 property; and

5 WHEREAS, after again closing the site from 1991 to 1994, the City authorized management of
6 the property by Camp Berachah Ministries through a series of annual permits from 1995
7 to 2011, after which, from 2011 to 2014, the City entered into an agreement allowing
8 Camp Berachah to continue operating a recreational camp while also permitting the
9 Seattle Tilth Association (now Tilth Alliance) to operate a demonstration garden, farm
10 incubator, and farming education programs on the property; and

11 WHEREAS, after Camp Berachah ceased operations, from 2014 to 2018 Tilth Alliance alone
12 operated the Red Barn Ranch property; and

13 WHEREAS, the Red Barn Ranch property has been vacant since Tilth Alliance vacated in 2018
14 and the City was unable to transfer the Red Barn Ranch property to another governmental
15 agency for the purpose of retaining the public recreational use; and

16 WHEREAS, the City concluded that the Recreational Deeds should be removed to allow
17 consideration of broader future uses of the property; and

18 WHEREAS, the City followed the required deed conversion process administered by the RCO,
19 including providing public notice and an opportunity to comment, responding to public
20 comments, and proposing a replacement property to which to transfer the Deed of Right,
21 culminating in the City's receiving approval from the RCO's governing body, the
22 Recreation and Conservation Funding Board, in January 2021 to release the Deed of
23 Right from the Red Barn Ranch property, to assist in securing federal government

1 approval to release the federal deed, and to place a replacement Deed of Right on the
2 City's North Rainier Park property; and

3 WHEREAS, the City will explore options for future uses of the Red Barn Ranch property,
4 including potentially by transferring use or ownership of the property to an outside entity,
5 which future transaction will be presented to the City Council for review and approval;
6 and

7 WHEREAS, as required by RCW 35.21.960, public notice of the proposal to remove restrictive
8 recreational covenants was provided, and a public hearing has been held; NOW,
9 THEREFORE,

10 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

11 Section 1. The Superintendent of Parks and Recreation ("Superintendent") or the
12 Superintendent's designee is authorized to execute and perform, for and on behalf of the City,
13 the documents necessary to release the Recreational Deeds, King County Recording Numbers
14 7106300648 and 7207130463, from the Red Barn Ranch property, legally described as follows:

15 THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,
16 TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY,
17 WASHINGTON;

18 EXCEPT COUNTY ROAD NO. 212;

19 ALSO EXCEPT THE NORTH 30 FEET FOR ROAD AS CONVEYED TO KING
20 COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY
21 DEED RECORDED UNDER RECORDING 20050218001287.

22 and to place a recreational Deed of Right onto the North Rainier Park property, legally described
23 as follows:

1 STATUTORY WARRANTY DEED NO. 20160707001229

2 PARCELS A, B, C, F AND G

3 LOTS 5 THROUGH 8 AND LOTS 13 THROUGH 16, INCLUSIVE, BLOCK 44, C.D.
4 HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF
5 SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12
6 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

7 STATUTORY WARRANTY DEED NO. 20111229002432

8 PARCEL E

9 LOTS 9 AND 10, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN
10 ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF,
11 RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY,
12 WASHINGTON.

13 JUDGMENT RECORDING NO. 20190312000535


14 PARCEL D

15 LOTS 11 AND 12, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN
16 ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF,
17 RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY,
18 WASHINGTON.

19 Section 2. The Superintendent or the Superintendent's designee is further authorized and
20 directed, for and on behalf of the City, to execute, deliver, administer, and perform such ancillary
21 agreements or documents or to take such other actions as in the Superintendent's judgment may
22 be necessary, appropriate, or desirable in order to carry out the terms and provisions of, and
23 complete the transactions contemplated by, this ordinance.

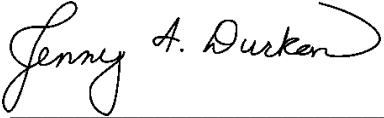
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 10th day of May, 2021,
5 and signed by me in open session in authentication of its passage this 10th day of
6 May, 2021.

7 

8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 13th day of May, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 13th day of May, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:
17 Attachment A – Form of Red Barn Ranch Deed Release
18 Attachment B – Form of North Rainier Deed of Right
19
20

ATTACHMENT A

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

RELEASE OF DEED OF RIGHT

Grantee(s): City of Seattle

Grantor(s): STATE OF WASHINGTON, acting by and through the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (formerly known as the Interagency Committee for Outdoor Recreation), and/or the Recreation and Conservation Funding Board

Abbreviated
Legal

Description: SW ¼ of NE ¼ Sec. 24 Twp 21, N.R. 5 E., WM, Expt. Rd No. 212 and N 30 ft Rd

Assessor's Property Tax Parcel Number: 2421059004

THE STATE OF WASHINGTON ("Grantor"), for and in consideration of mutual covenants and promises set forth herein, hereby conveys to the City of Seattle ("Grantee") the following Release of Deed of Right:

WHEREAS, by instrument dated June 22, 1971, and recorded on June 30, 1971, Auditor's File No. 7106300648 (the "Deed of Right"), Grantee committed the lands described in the Deed of Right (the "Property") to outdoor recreation purposes forever, pursuant to the provisions of the Project Agreement entered into between Grantee and Grantor through the Recreation and Conservation Office entitled Model Neighborhood Camp, Project Number 69-150A and executed by Grantor on June 9, 1970 and by the Interagency Committee on May 5, 1970 (the "Agreement");

WHEREAS, Grantee desires to remove the Deed of Right from the Property, as described herein; and

WHEREAS, Grantor, through the Washington State Recreation and Conservation Office has approved the removal of the covenants and restrictions set forth in the Deed of Right, as set forth herein;

THEREFORE:

The Washington State Recreation and Conservation Office, for and on behalf of Grantor, does hereby relinquish all rights, title and interest in and to the following described lands and forever releases said lands from the restrictions and covenants contained in the aforesaid Deed of Right. The Property is described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated by this reference.

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Dated this ____ day _____, 2021.

By: _____

Deputy Director, Washington State Recreation and Conservation Office

STATE OF _____)
WASHINGTON) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Deputy Director of the Washington State Recreation and Conservation Office, is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Washington State Deputy Director of the Recreation and Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2021.

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

My appointment expires

EXHIBIT A
Legal Description

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT COUNTY ROAD NO. 212;
ALSO EXCEPT THE NORTH 30 FEET FOR ROAD AS CONVEYED TO KING
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY
DEED RECORDED UNDER RECORDING 20050218001287.

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Myra Barker

**REPLACEMENT PROPERTY
DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Rainier Charlestown Property

Grantor: City of Seattle

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: Hillmans CD Rainier Blvd Garden, Plat Block 44, Plat Lots 5-16

Assessor's Property Tax Parcel Number(s): 335740-0055

Reference Numbers of Related Documents:

The Grantor grants this Replacement Property Deed of Right to Use Land for Public Outdoor Recreation Purposes (the "Deed") for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account. Such grant is made pursuant to the Grant Agreement

entered into between the Grantor and the Grantee entitled Model Neighborhood Camp (Red Barn Ranch), Project Number 69-150A signed by the Grantor on the 9th day of June and the Grantee the 5th day of May, 1970 (the "Grant Agreement") and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the replacement property, as approved by the Grantee for a conversion, at Rainier Charlestown Property, and as described in Exhibit A (Legal Description) and depicted in Exhibit B (Property Map) (the "Property") for park purposes, consistent with the Grant Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Property consistent with outdoor recreation purposes and the Grant Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Property for compliance with the terms of this Deed and the Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Grant Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the

Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Property from what it would be without them.

For purposes of this Deed the Grant Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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EXHIBIT A
Legal Description

STATUTORY WARRANTY DEED NO. 20160707001229

PARCELS A, B, C, F AND G

LOTS 5 THROUGH 8 AND LOTS 13 THROUGH 16, INCLUSIVE, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

STATUTORY WARRANTY DEED NO. 20111229002432

PARCEL E

LOTS 9 AND 10, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

JUDGMENT RECORDING NO. 20190312000535

PARCEL D

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EXHIBIT B
Property Map*



***To be replaced in final deed with survey map**