



Legislation Details (With Text)

File #: CB 120667 **Version:** 1 **Name:** CB 120667
Type: Ordinance (Ord) **Status:** Passed
In control: City Clerk

On agenda: 9/26/2023
Final Action: 10/2/2023 **Ord. No.** Ord 126907

Title: AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Second Amendment to the Easement Agreement; authorizing acceptance of a recording of the Second Amendment to the Easement Agreement; and ratifying and confirming certain prior acts.

Sponsors: Andrew Lewis

Indexes:

Attachments: 1. Att 1 – Second Amendment to Easement Agreement, 2. Summary and Fiscal Note, 3. Summary Ex A - Property Map, 4. Presentation, 5. Signed Ordinance 126907, 6. Affidavit of Publication

Date	Ver.	Action By	Action	Result
10/2/2023	1	City Clerk	attested by City Clerk	
10/2/2023	1	Mayor	returned	
10/2/2023	1	Mayor	Signed	
9/29/2023	1	City Clerk	submitted for Mayor's signature	
9/26/2023	1	City Council	passed	Pass
9/20/2023	1	Public Assets and Homelessness Committee	pass	Pass
9/19/2023	1	City Council	referred	
9/7/2023	1	Council President's Office	sent for review	
9/6/2023	1	City Clerk	sent for review	
9/6/2023	1	Mayor	Mayor's leg transmitted to Council	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Second Amendment to the Easement Agreement; authorizing acceptance of a recording of the Second Amendment to the Easement Agreement; and ratifying and confirming certain prior acts.

WHEREAS, the Historic Seattle Preservation and Development Authority (HSPDA) is the owner of the residential structure commonly known as the Egan House (defined in these recitals) and located at 1500 Lakeview Boulevard, Seattle, Washington, and the Grantee of the House Easement (defined in these

recitals) concerning the easement on which the Egan House is located and by which the Egan House is accessed and served with utilities. The City of Seattle (“City”) is the owner of the land encumbered by the Egan House and House Easement, which land is legally described within Attachment 1 to this ordinance, in Exhibit A (“Land”); and

WHEREAS, Gary M. Ernsdorff (“Ernsdorff”) conveyed the Egan House and Initial House Easement (defined below) to HSPDA through the Statutory Warranty Deed dated February 26, 1998 and recorded February 27, 1998 in the real property records of King County under No. 9802272144 (“HSPDA Deed”).

Concurrently with such conveyance, Ernsdorff conveyed the Land (exclusive of the Egan House and subject to the Initial House Easement) to the City for open space, park and recreation purposes through the Statutory Warranty Deed dated February 26, 1998 and recorded February 27, 1998 in the real property records of King County under No. 9802272145 (“City Deed”). As used in these recitals, “Egan House” means the residential structure (including attached decks, piers and footings) located on the Land and “Initial House Easement” means an easement for ingress, egress and utilities to and from the Egan House, together with an easement for maintenance and use of the Egan House within the footprint of the Egan House (including decks), each as more particularly described in the HSPDA Deed and City Deed. Under the HSPDA Deed, the Initial House Easement was scheduled to expire upon the earlier of material damage to or destruction of the Egan House, removal of the Egan House, or 50 years from the date of the deed; and

WHEREAS, the City and HSPDA subsequently amended the Initial House Easement under the Agreement dated May 15, 2002 and recorded May 22, 2002 in the real property records of King County under No. 20020522000346 (“First Amendment”). Under the First Amendment the City and HSPDA, among other modifications, expanded the permitted use under the House Easement to include repair, preservation, and restoration of the Egan House, and added an obligation for the holder of the House Easement to repair and restore the Egan House following damage by any casualty, as more particularly described in

the First Amendment. As used in these recitals, “Amended House Easement” means the Initial House Easement as modified by the First Amendment; and

WHEREAS, the Egan House is a one-bedroom, single family residence. It was designed by notable Seattle architect Robert Reichert and built by Sanford Moklebust for Admiral William Egan in 1958. The house is an outstanding example of modernist Northwest residential architecture. HSPDA has invested substantial capital in preserving the house since acquiring it in 1998, including replacing the roof, structural elements, and building systems. The house is located within the St. Marks Greenbelt, which offers open space, park, and recreation opportunities within the city; and

WHEREAS, in 2009 the City of Seattle Landmarks Preservation Board (“Landmarks Board”) approved the designation of the Egan House as a landmark under Seattle Municipal Code Chapter 25.12. After the designation, the Landmarks Board and HSPDA agreed upon certain controls and incentives on the features and characteristics of the Egan House that were designated by the Landmarks Board for preservation, and the City approved such controls and incentives under Ordinance 123295 filed on May 14, 2010 and recorded on May 25, 2010 in the real property records of King County under No. 20100525001148; and

WHEREAS, the City and Grantee now desire to modify the Amended House Easement to extend the term and make other certain changes as more particularly described below and in the Second Amendment; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation or designee is authorized, on behalf of The City of Seattle, to enter into the Second Amendment to Easement Agreement substantially in the form of Attachment 1 to this ordinance, incorporated by reference (Second Amendment), concerning the real property described within Attachment 1, in Exhibit A.

Section 2. The Superintendent or designee is authorized to execute such documents as the

Superintendent deems necessary or desirable to effectuate the Second Amendment, including, without limitation, such consents, approvals, extensions of time, and minor amendments of the agreement(s) as the Superintendent shall deem appropriate to carry out the intent of this ordinance.

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Second Amendment to Easement Agreement