

ORDINANCE No.

121237

COUNCIL BILL No.

114633

AN ORDINANCE relating to the Department of Parks and Recreation, concerning Interlaken Park, authorizing the Superintendent to execute and deliver an easement for access to Seattle Hebrew Academy, thereby clarifying, defining, and formalizing the intent of the Board of Park Commissioners as expressed by Board action in 1911.

COMPTROLLER FILE No.

Introduced:	JUL 1 4 2003	By:	Parks, Education & Libraries Committee
Referred:	JUL 1 4 2003	To:	
Referred:		To:	
Referred:		To:	
Reported:	7-28-03	Second Reading:	
Third Reading:	7-28-03	Signed:	
Presented to Mayor:	7-29-03	Approved:	7/31/03
Returned to City Clerk:	7/31/03	Published:	3/1/03 4 ppa
Vetoed by Mayor:		Veto Published:	
Passed over Veto:		Veto Sustained:	

US5047

# The City of Seattle--Legislative

## REPORT OF COMMITTEE

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend that the same

2-0 JN, JD7-28-03 Passed 9-0Law Department

Committee Chair

SMEAD 45 YSP 17703

*Peter Steinhilber*

## The City of Seattle--Legislative Department

### REPORT OF COMMITTEE

Date Reported  
and Adopted

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_

report that we have considered the same and respectfully recommend that the same:

2-0 JN, JD

7-28-03 Passed 9-0

*Law Department*

Committee Chair

SMEAD 45 YSP 17703

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Education &  
Finance Committee

4 pgs

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attached  
five first loads  
no revision  
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ORDINANCE 121237

AN ORDINANCE relating to the Department of Parks and Recreation, concerning Interlaken Park, authorizing the Superintendent to execute and deliver an easement for access to Seattle Hebrew Academy, thereby clarifying, defining, and formalizing the intent of the Board of Park Commissioners as expressed by Board action in 1911.

WHEREAS, Interlaken Park is public park land owned by the City of Seattle, now under jurisdiction of the Department of Parks and Recreation; and

WHEREAS, Interlaken Park was acquired pursuant to Ordinance 12257, adopted by the City Council in 1905, "for park and parkway purposes" and is also sometimes referred to as Interlaken Boulevard; and

WHEREAS, Interlaken Park contains unplatted roadways known as Interlaken Boulevard East and Interlaken Drive East; and

WHEREAS, an access driveway has existed, since approximately 1911 from Interlaken Drive East to the private property now owned by Seattle Hebrew Academy, successor in interest to the Academy of Sacred Heart of Seattle; and

WHEREAS, prior to 1967, public park lands were under supervision of the Board of Park Commissioners; and

WHEREAS, at its regular meeting, January 3, 1911, the Board of Park Commissioners passed a motion stating, "That, Whereas an exchange of property between the City of Seattle and the Academy of Sacred Heart of Seattle, a corporation, had been this day effected in accordance with the provisions of Ordinance 25719 of the City of Seattle, approved November 25<sup>th</sup>, 1910, and Whereas one of the conditions upon which said exchange was effected was that the said Academy of Sacred Heart of Seattle, a corporation, should have a perpetual easement from Interlaken Boulevard to the property thus conveyed to it by said The City of Seattle, now therefore, The Board of Park Commissioners in the name and in behalf of the City of Seattle hereby grants unto said the Academy of Sacred Heart of Seattle, a corporation, its successors and assigns, a perpetual easement from said Interlaken Boulevard to said property so conveyed by the City of Seattle to said corporation. The right of way for said easement to be determined by the Park Superintendent and to be constructed and maintained at all times by said the Academy of Sacred Heart of Seattle, a corporation, its successors and assigns, in conformity with the general Park and Parkway system of the City of Seattle under the supervision of the Board of Park Commissioners. Said easement to be for the same uses and purposes to which said Interlaken Boulevard are now or may hereafter be devoted."



MaryLou Whiteford  
INTERord  
6/20/03  
version #1

1 WHEREAS, the City of Seattle and Seattle Hebrew Academy now wish to clarify, define, and  
2 formalize that use as an access easement; NOW, THEREFORE,

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

4 Section 1. The Superintendent of Parks and Recreation is hereby authorized to execute  
5 and record, for and on behalf of the City of Seattle, an easement to Seattle Hebrew Academy for  
6 ingress, egress, and landscaping, substantially in the form of Exhibit A, attached hereto, for the  
7 following described property within Interlaken Park:  
8

9 THAT PORTION OF INTERLAKEN PARK in the SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
10 SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS  
11 FOLLOWS:

12 COMMENCING AT THE MOST SOUTHERLY CORNER OF the PARCEL DESCRIBED IN DEED TO LOUISA  
13 GIUDICELLI AS AUTHORIZED BY ORDINANCE NUMBER 25719 OF THE CITY OF SEATTLE, THENCE NORTH  
14 61°10'10" EAST 36.00 FEET ALONG THE SOUTHEASTERLY LINE THEREOF TO AN ANGLE POINT IN THE  
15 EASTERLY LINE OF SAID PARCEL;

16 THENCE SOUTH 87°47'07" EAST 18.53 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY FACE OF AN  
17 EXISTING CONCRETE CURB ON the WESTERLY SIDE OF INTERLAKEN DRIVE EAST AND THE TRUE POINT OF  
18 BEGINNING;

19 THENCE NORTH 87°47'07" WEST 18.53 FEET, MORE OR LESS, TO SAID ANGLE POINT;

20 THENCE SOUTH 61°10'10" WEST 36.00 FEET TO SAID MOST SOUTHERLY CORNER;

21 THENCE ALONG THE WESTERLY LINE OF SAID INTERLAKEN PARK, AS DESCRIBED IN ORDINANCE NUMBERS  
22 23139 AND 23271 OF THE CITY OF SEATTLE, THE FOLLOWING TWO COURSES:

23 THENCE SOUTH 20°06'20" WEST 154.94 FEET;

24 THENCE SOUTH 26°04'40" WEST 69.21 FEET;

25 THENCE LEAVING SAID WESTERLY LINE SOUTH 63°53'26" EAST 14.91 FEET;

26 THENCE NORTH 23°54'47" EAST 66.00 FEET;

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MaryLou Whiteford  
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1 THENCE NORTH 47°21'53" EAST 36.00 FEET;  
2 THENCE SOUTH 70°48'08" EAST 25.00 FEET, MORE OR LESS, TO THE WESTERLY EDGE OF THE ASPHALT  
3 PAVING IN SAID INTERLAKEN DRIVE EAST;  
4 THENCE NORTH 08°25'03" EAST 54.63 FEET, MORE OR LESS, TO A POINT ON SAID EASTERLY FACE OF THE  
5 EXISTING CONCRETE CURB WHICH BEARS SOUTH 19°29'12" WEST FROM THE TRUE POINT OF BEGINNING;  
6 THENCE NORTH 19°29'12" EAST 106.42 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;  
7 EXCEPT THAT PORTION THEREOF LYING EASTERLY OF SAID FACE OF CURB.  
8 THE EASEMENT PARCEL DESCRIBED ABOVE CONTAINS 7,473 SQUARE FEET, MORE OR LESS.  
9 SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

10 Section 2. Consideration to the City from Seattle Hebrew Academy for grant of easement  
11 shall be in the form of certain Covenants and Agreements, by the Academy for the benefit of the  
12 City, to establish and maintain the easement area in a manner appropriate to Interlaken Park and  
13 to a standard acceptable to the Department of Parks and Recreation.  
14

15 Section 3. Any act pursuant to the authority and prior to the effective date of this  
16 ordinance is hereby ratified and confirmed.  
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1 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after  
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 28<sup>th</sup> day of July, 2003, and signed by me in open  
5 session in authentication of its passage this 28<sup>th</sup> day of July, 2003.

6  
7 Peter Stembard  
8 President \_\_\_\_\_ of the City Council

9 Approved by me this 31 day of July, 2003.

10 Gregory J. Nickels  
11 Gregory J. Nickels, Mayor

12 Filed by me this 31 day of July, 2003.

13 Judith E. Papp  
14 City Clerk

15  
16  
17 (Seal)

18  
19 Exhibit A: Agreement Establishing Easement and Restrictive Covenant  
20 for Ingress, Egress, and Landscaping  
21  
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Exhibit A

After Recording Return to:  
Seattle Department of Parks and Recreation  
Attn: MaryLou Whiteford  
800 Maynard Avenue South  
Seattle, WA 98134-1336

Document Title: AGREEMENT ESTABLISHING EASEMENT and RESTRICTIVE  
COVENANT for INGRESS, EGRESS, and LANDSCAPING

Reference number of related documents: N/A

Grantor: The City of Seattle, a municipal corporation of the State of Washington

Grantee: Seattle Hebrew Academy, a Washington non-profit corporation

Abbreviated Legal Description: portion of the Southwest quarter of the Southwest  
quarter of Section 21, Township 25 North, Range 4  
East, W.M., in King County, Washington

Assessor's Property Tax Parcel Account Number(s): 212504-9014  
212504-9015  
212504-9019

**AGREEMENT ESTABLISHING EASEMENT and RESTRICTIVE COVENANT  
for INGRESS, EGRESS, and LANDSCAPING**

The undersigned Grantor, The City of Seattle, a municipal corporation of the State of Washington, as authorized by City Council Ordinance \_\_\_\_\_, hereby conveys and grants to Seattle Hebrew Academy, a Washington non-profit corporation, its successors and assigns (hereinafter together referred to as "Academy"), an easement and restrictive covenant for ingress, egress, and landscaping, subject to the terms and conditions as set forth in this Agreement.



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### RECITALS

- A. The City is the owner of real property, commonly known as Interlaken Park, under the jurisdiction of the Department of Parks and Recreation (hereinafter "City," referring to the corporate entity, or "Parks," referring to the individual agency of City government).
- B. A portion of Interlaken Park, acquired by the City from Washington Trust Company, by deed dated May 9, 1906, and accepted by City Council Ordinance 23139, is described as follows (hereinafter "Park Property,").

Two (2) certain portions of the southeast quarter of the northeast quarter of the southwest quarter of the southwest quarter of Section twenty-one (21), Township twenty-five (25) North, of Range four (4) East of the W.M., in King County, State of Washington, particularly described as follow:

Beginning at a point on the south boundary of said tract above, in this paragraph described as, distant one hundred eighty (180) feet east from the southwest corner thereof, and running thence northeasterly by a straight course to a point distant one hundred eighty (180) feet north from and two hundred forty (240) feet east from the southwest corner of said tract, said distances being measured, respectively along the west boundary and parallel with the south boundary of said tract; thence northwesterly by a straight course to a point on the north boundary of the tract distant one hundred ninety (190) feet east from the northwest corner thereof; thence east along the north boundary of the tract to the south east corner thereof; thence west along the south boundary of the tract to the place of beginning.

- C. Seattle Hebrew Academy is the owner of the following described real property (hereinafter "Academy Property"):  
(see Attachment 1)
- D. Interlaken Drive East is an unplatted park road located within Interlaken Park and commonly used by the public as a public right-of-way.
- E. The Easement, which shall be appurtenant to and for the benefit of Academy Property, is described as follows (hereinafter "Easement Area"):

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THAT PORTION OF INTERLAKEN PARK in the SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF the PARCEL DESCRIBED IN DEED TO LOUISA GIUDICELLI AS AUTHORIZED BY ORDINANCE NUMBER 25719 OF THE CITY OF SEATTLE, THENCE NORTH 61°10'10" EAST 36.00 FEET ALONG THE SOUTHEASTERLY LINE THEREOF TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID PARCEL;  
THENCE SOUTH 87°47'07" EAST 18.53 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY FACE OF AN EXISTING CONCRETE CURB ON the WESTERLY SIDE OF INTERLAKEN DRIVE EAST AND THE TRUE POINT OF BEGINNING;  
THENCE NORTH 87°47'07" WEST 18.53 FEET, MORE OR LESS, TO SAID ANGLE POINT;  
THENCE SOUTH 61°10'10" WEST 36.00 FEET TO SAID MOST SOUTHERLY CORNER;  
THENCE ALONG THE WESTERLY LINE OF SAID INTERLAKEN PARK, AS DESCRIBED IN ORDINANCE NUMBERS 23139 AND 23271 OF THE CITY OF SEATTLE, THE FOLLOWING TWO COURSES:  
THENCE SOUTH 20°06'20" WEST 154.94 FEET;  
THENCE SOUTH 26°04'40" WEST 69.21 FEET;  
THENCE LEAVING SAID WESTERLY LINE SOUTH 63°53'26" EAST 14.91 FEET;  
THENCE NORTH 23°54'47" EAST 66.00 FEET;  
THENCE NORTH 47°21'53" EAST 36.00 FEET;  
THENCE SOUTH 70°48'08" EAST 25.00 FEET, MORE OR LESS, TO THE WESTERLY EDGE OF THE ASPHALT PAVING IN SAID INTERLAKEN DRIVE EAST;  
THENCE NORTH 08°25'03" EAST 54.63 FEET, MORE OR LESS, TO A POINT ON SAID EASTERLY FACE OF THE EXISTING CONCRETE CURB WHICH BEARS SOUTH 19°29'12" WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 19°29'12" EAST 106.42 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF SAID FACE OF CURB.

THE EASEMENT PARCEL DESCRIBED ABOVE CONTAINS 7,473 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

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**NOW, THEREFORE, the parties agree as follows:**

1. Purpose of Easement

The purpose of the Easement shall be for INGRESS to and EGRESS from Academy Property to the paved surface of the park road commonly known as Interlaken Drive East; for construction/installation/alteration and maintenance of a paved driveway on the Easement Area; and for installation and maintenance of LANDSCAPING within the Easement Area; and for no other purpose(s).

2. City's Use of Easement Premises

2.1 The City shall have the right to use the Easement and to allow the public to use the Easement Area for any purpose not inconsistent with the grant of the Easement to the Academy.

2.2 Public use of and access to the Easement Area is subject to the Park Code, Chapter 18.12 of the Seattle Municipal Code, and rules and regulations of the Department of Parks and Recreation promulgated thereunder.

3. Right to Relocate Roadway

This Easement shall not limit the right of the City to extend, widen, or relocate the roadway known as Interlaken Drive East.

4. Successors and Assigns.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and such benefits and obligations shall run with the land.

5. Subsequent Deed

The Academy agrees that the limitations, restrictions, and covenants expressed in this Agreement will be inserted in any subsequent deed or in any legal instrument by which the Academy divests itself of either the title to or its possessory interest in the Academy Property or any part thereof.

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6. Construction / Installation / Alteration of a Paved Driveway to Accommodate Ingress / Egress

- 6.1 The Academy may alter the existing paved driveway and construct or install such other paved or hard surface improvements on the Easement Area as may be necessary or appropriate to provide safe, adequate, minimum access, as defined by City codes and regulations concerning street and driveway standards, from Interlaken Drive East to Academy Property.
- 6.2 The total area of paved or other hard-surface (i.e., non-vegetative) improvements may not exceed 65% or approximately 4,900 square feet of the Easement Area.
- 6.3 The Academy must submit a proposal and/or a plan for the improvements and obtain approval from Parks prior to construction installation/alteration to the Easement Area.

7. Installation / Alteration / Maintenance of Landscaping

- 7.1 The Academy must establish and maintain vegetative landscaping improvements (i.e., plant materials) compatible with and complementary to Interlaken Park and acceptable to Parks on the Easement Area.
- 7.2 The total area of vegetative landscaping may not be less than 35% or approximately 2,600 square feet of the Easement Area.
- 7.3 Landscaping improvements to the Easement Area may include a sign, compliant with limitation for signs in single family zones and acceptable to Parks, identifying the name and address of the Academy. The sign shall be included in the calculation of percentage of hard surface improvements to the Easement Area, as described in 6.2, above.
- 7.4 The Academy must submit a proposal and/or a plan for the landscaping improvements and obtain approval from Parks prior to installation/alteration to the Easement Area.
- 7.5 At its option, Parks may undertake some or all of the maintenance responsibilities for the Easement Area or any portion thereof.

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8. Fencing

The Academy may not fence, enclose, or otherwise separate the Easement Area from the remainder of Interlaker Park or take any other measures to prevent public use or access to the Easement Area.

9. Work in the Easement Area

- 9.1 Prior to commencing any work in the Easement Area, the Academy shall obtain all necessary permit and approvals. Any work to install or repair constructed improvements in the Easement Area shall be performed by a qualified, licensed and bonded contractor and shall comply with all laws, rules and regulations of any authority having jurisdiction thereof.
- 9.2 Upon completion of the work, the Academy must immediately restore the Easement Area to a condition as good or better than prior to the Academy's work and acceptable to Parks.
- 9.3 At the request of the City, the Academy and/or its contractor shall post a surety bond in an amount to be determined by the City for the benefit of the City guaranteeing restoration of the property and vegetation.
- 9.4 Within 60 days of completion of work, the Academy must provide Parks with an as-built drawing, showing all constructed improvements including below surface installations, within the Easement Area.

10. Maintenance / Upkeep / Repair / Replacement

- 10.1 The Academy shall, at its own expense, keep the driveway and any such other constructed (non-vegetative) improvements on the Easement Area well-maintained, well-kept, and in a safe condition, acceptable to Parks, at all times.
- 10.2 The Academy shall give Parks advance written notice of not less than ten (10) days, except in case of emergency, of any repair or maintenance or other activity that involves disturbance to the topography in the Easement Area.
- 10.3 All work, other than minor repair, routine maintenance or upkeep, shall be performed by a qualified, licensed and bonded contractor. Such work shall be accomplished at the sole expense of the Academy and without

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interference with, damage to, or staging on Park property beyond the Easement Area, unless consented to in advance in writing by Parks.

- 10.4 Upon completion of the work, the Academy must immediately restore the Easement Area to a condition as good or better than prior to the Academy's work and acceptable to Parks.
- 10.5 The Academy shall, at its own expense, perform such regular upkeep as necessary to maintain the Easement Area, including the plant materials and all vegetative landscaping, in a well-maintained, well-kept, and safe condition, acceptable to Parks, at all times EXCEPT that the Academy must consult with Parks and obtain approval from Parks prior to removing any tree greater than 6 inches DBH (i.e., "diameter at breast height") or prune any tree branches greater than 2 inches in diameter.

11. Termination / Abandonment

- 11.1 In the event that this Easement is terminated or abandoned for any reason, the Academy shall, at the option of the City, remove such improvements from the Easement Area as the City directs and restore the Easement Area, including topography, vegetation and permitted improvements, to a condition acceptable to Parks and the Academy shall execute such document or documents as the City reasonably requires to remove the encumbrance of the easement from title to the Park Property.
- 11.2 The Easement shall be deemed abandoned if the Academy ceases to use the easement granted in this Agreement for ingress and egress for a period in excess of one (1) year.

12. Indemnification

- 12.1 Seattle Hebrew Academy shall indemnify, hold harmless and (at the option of the City) defend the City from and against any and all claims, demands, loss, damage, expense and liability of any kind or nature arising from or related in any way to the Easement and uses thereon, including, without limitation, the installation, construction, operation, maintenance, removal, repair, replacement, use, abandonment or failure of any improvements or alterations the Academy may make or cause to be made to the Easement Area, except to the extent such claims, demands, loss, damage, expense or liability is caused by public use, or by the negligence of the City or its agents, contractors or employees. The Academy shall also indemnify, hold harmless and (at the option of the City) defend the



City from and against any and all claims, demands, loss, damage, expense and liability of any kind or nature arising from or related to the City's grant of the Easement to the Academy, except to the extent such claims, demands, loss, damage, expense or liability is caused by public use, or by the negligence of the City or its agents, contractors or employees.

- 12.2 The Academy shall permit no liens, encumbrances or defects to attach to the Easement Area and shall indemnify and hold harmless the City therefrom. The Academy's obligation under this Section shall survive termination or abandonment of all or any of the Easement rights granted in this Agreement.

13. Damage to Interlaken Park or to Interlaken Drive East  
In the event of subsidence, slide, or any other event, directly or indirectly related to the Academy's improvements on or use of the Easement Area, that causes changes to the topography of Interlaken Park or Interlaken Drive East or damage to or destruction of any vegetation or improvements on Interlaken Park or Interlaken Drive East, the Academy shall immediately upon receipt of notice of such changes, damage or destruction take all necessary action, at its sole cost and expense, to correct the problem and to restore Interlaken Park and/or Interlaken Drive East, its topography, vegetation and improvements to a condition as good or better than existing prior to the event of such problem, and to a condition acceptable to Parks.

14. Costs  
In addition to any other right or remedy available to the City at law or equity, in the event that the Academy fails to fulfill its obligations to restore any property or vegetation, as required by this Agreement, the City may undertake such restoration and the Academy shall reimburse the City for the costs of such restoration immediately upon demand.

15. Notices

- 15.1 Notices required or permitted under this Agreement shall be directed to the addresses listed below or to such other address as either party shall designate by written notice to the other. All notices shall be in writing and shall be personally served or shall be sent by U.S. Mail, certified, postage prepaid, and shall be deemed given when served or when deposited in the mail as herein provided. The affidavit of the person serving the notice or

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depositing the notice in the U.S. Post Office receptacle shall be evidence of such service or mailing.

If to the City: City of Seattle  
Department of Parks and Recreation  
Property Management  
800 Maynard Avenue South  
Seattle, WA 98134-1336

If to the Academy: Seattle Hebrew Academy  
1617 Interlaken Drive East  
Seattle, WA 98112

15.2 The Academy shall give the City written notice of any transfer of interest in Academy Property within twenty (20) days following the date of such transfer. Such notice shall include the name and address for notice as set forth in this section. The failure of the Academy to perform any act required by this section shall not impair the validity of this Agreement or limit its enforceability in any way.

16. Legal Remedies

The parties hereto may seek such relief in law or equity as they may deem necessary to enforce the terms of this Agreement. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, the prevailing party shall recover all costs and attorney fees actually incurred, including on appeal.

17. Nonwaiver of Breach

The failure of the City at any time to enforce any provision of this Agreement shall not be deemed a waiver of its right later to enforce that or any other provision of this Agreement.

18. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

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19. Miscellaneous

No amendment or supplement to, or termination of, this Agreement shall be valid or effective unless executed by the parties hereto or their respective successors and assigns, and recorded in the real estate records of King County, Washington. This agreement shall be governed and construed in accordance with the laws of the State of Washington.

GRANTOR:  
THE CITY OF SEATTLE, a municipal corporation

By: Kenneth R. Bounds, Superintendent  
Department of Parks and Recreation

GRANTEE:  
SEATTLE HEBREW ACADEMY, a Washington non-profit corporation

By:

Its:

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STATE OF WASHINGTON

) Ss.

COUNTY OF KING

On this \_\_\_\_ day of \_\_\_\_\_

2003, before me, personally appeared \_\_\_\_\_ known to me  
(or proved to me on the basis of satisfactory evidence) to be the  
\_\_\_\_\_ of the Department of Parks and Recreation of  
the City of Seattle, the municipal corporation named in and which executed the  
foregoing document, and stated on oath that he/she was authorized to execute the  
foregoing document on behalf of said municipal corporation and signed the same as the  
free and voluntary act and deed of said municipal corporation for the uses and purposes  
therein mentioned.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,

residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

SEAL

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STATE OF WASHINGTON

) Ss.

COUNTY OF KING

On this       day of       2003, before me, personally appeared  
known to me (or proved to me on the basis of  
satisfactory evidence) to be the       of Seattle Hebrew  
Academy, a Washington non-profit corporation, named in and which executed the  
foregoing document, and stated on oath that he/she was authorized to execute the  
foregoing document on behalf of Seattle Hebrew Academy and signed the same as the  
free and voluntary act and deed of Seattle Hebrew Academy for the uses and purposes  
therein mentioned.

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,

residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

SEAL

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**Attachment 1 to Exhibit A**

**Agreement Establishing Easement and Restrictive Covenant  
for Ingress, Egress, and Landscaping**

**(description of property owned by  
Seattle Hebrew Academy)**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH TWO-FIFTHS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.;  
THENCE NORTHEASTERLY 175 FEET, MORE OR LESS, TO A POINT 120 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH ONE-FIFTH OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE NORTHEASTERLY 145 FEET, MORE OR LESS, TO A POINT 180 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;  
THENCE NORTH  $18^{\circ}57'10''$  EAST 155 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH  $18^{\circ}57'10''$  WEST 35 FEET FROM A POINT DESIGNATED AS 240 FEET EAST AND 180 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;  
THENCE NORTH  $60^{\circ}$  EAST 36 FEET;  
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 130 FEET A DISTANCE OF 90.83 FEET, WHICH ARC SUBTENDS A CHORD BEARING TO THE LEFT OF THE PROCEEDING COURSE AT AN ANGLE OF  $63^{\circ}30'$ ;  
THENCE NORTH  $41^{\circ}$  WEST 22 FEET;  
THENCE WEST 29.13 FEET;  
THENCE NORTH  $17^{\circ}53'32''$  WEST 160 FEET, MORE OR LESS, TO A POINT THAT IS 158 FEET EAST AND 90 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;  
THENCE SOUTH  $70^{\circ}57'46''$  WEST 10 FEET;  
THENCE SOUTH  $15^{\circ}20'$  WEST 115.9 FEET TO THE END OF THE EXISTING CONCRETE WALL;

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THENCE ALONG SAID WALL SOUTH 63°11'35" WEST 36.11 FEET;  
 THENCE SOUTH 52°2'39" WEST 40.65 FEET;  
 THENCE SOUTH 34°9'15" WEST 100 FEET, MORE OR LESS, TO A POINT 180  
 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST QUARTER OF THE  
 NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST  
 QUARTER OF SAID SECTION;  
 THENCE WEST PARALLEL TO SUBDIVISION LINES 191.64 FEET, MORE OR  
 LESS, TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE STREET  
 LAID OFF BY THE CITY OF SEATTLE UNDER ORDINANCE NO. 13265;  
 THENCE SOUTHERLY ALONG SAID EAST BOUNDARY LINE OF SAID STREET AND  
 SAID LINE PRODUCED, 180 FEET, MORE OR LESS, TO THE NORTH BOUNDARY  
 LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
 SOUTHWEST QUARTER OF SAID SECTION;  
 THENCE EAST ALONG SAID BOUNDARY LINE 9.61 FEET, MORE OR LESS, TO  
 A POINT ON SAID BOUNDARY LINE DISTANT 151.675 FEET FROM THE  
 NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST  
 QUARTER OF THE SOUTHWEST QUARTER;  
 THENCE SOUTH PARALLEL TO THE WEST LINE OF THE SAID SOUTHEAST  
 QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 81.53  
 FEET;  
 THENCE EAST PARALLEL TO SAID NORTH BOUNDARY LINE 5 FEET, MORE OR  
 LESS, TO A LINE 178.5 FEET WEST OF AND PARALLEL TO THE EAST  
 BOUNDARY OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER  
 OF THE SOUTHWEST QUARTER;  
 THENCE SOUTH PARALLEL TO SAID EAST BOUNDARY, 110.6 FEET;  
 THENCE WEST PARALLEL TO THE NORTH BOUNDARY LINE OF THE SOUTHEAST  
 QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID  
 SECTION, 5 FEET;  
 THENCE SOUTH PARALLEL TO SAID EAST BOUNDARY 71.95 FEET, MORE OR  
 LESS, TO THE SOUTH LINE OF THE NORTH TWO-FIFTHS OF THE WEST HALF  
 OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
 SOUTHWEST QUARTER OF SAID SECTION;  
 THENCE WEST ALONG SAID SOUTH LINE 10.38 FEET, MORE OR LESS, TO A  
 POINT 40.03 FEET NORTH OF THE NORTHWEST CORNER OF A TRACT OF LAND  
 DEEDED TO SARAH P. DOLE BY RECORDING NO. 1286295;  
 THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE  
 SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST  
 QUARTER OF SAID SECTION, 32.03 FEET TO A POINT 8 FEET NORTH OF  
 THE NORTHWEST CORNER OF SAID DOLE TRACT;  
 THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DOLE TRACT  
 131.94 FEET;  
 THENCE NORTH PARALLEL TO THE EAST BOUNDARY OF THE WEST HALF OF  
 THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
 SOUTHWEST QUARTER AND DISTANT 60 FEET THEREFROM, 32.03 FEET TO  
 THE SOUTH LINE OF THE SAID NORTH TWO-FIFTHS OF THE WEST HALF OF

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THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE EAST ALONG SAID SOUTH LINE 60 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION OF THE EAST THREE-FIFTHS OF THE SOUTH TWO-THIRDS OF THE NORTH THREE-FIFTHS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN A LINE PARALLEL TO AND 40 FEET DISTANT WESTERLY FROM THE EAST BOUNDARY OF SAID EAST THREE-FIFTHS, WHICH POINT IS DISTANT 43.98 FEET PERPENDICULAR FROM THE SOUTH BOUNDARY OF SAID EAST THREE-FIFTHS;  
THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 106 FEET;  
THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID EAST THREE-FIFTHS A DISTANCE OF 20 FEET TO POINT OF BEGINNING;  
THENCE CONTINUING WESTERLY ALONG SAID LINE 118.33 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 151.67 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE NORTHERLY ALONG SAID LINE TO A LINE PARALLEL WITH AND 53.98 FEET NORTH OF THE LINE WHICH RUNS WESTERLY FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST LINE OF THE EAST 60 FEET OF SAID WEST HALF AND THE CENTERLINE OF PRIVATE ROAD, AS ESTABLISHED BY INSTRUMENT RECORDED UNDER RECORDING NO. 741333;  
THENCE SOUTHERLY 53.98 FEET, MORE OR LESS, ALONG THE CENTERLINE OF SAID PRIVATE ROAD, TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION OF THE EAST THREE-FIFTHS OF THE SOUTH TWO-THIRDS OF THE NORTH THREE-FIFTHS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN A LINE PARALLEL TO AND 40 FEET DISTANT WESTERLY FROM THE EAST BOUNDARY OF SAID EAST THREE-FIFTHS, WHICH POINT IS DISTANT 43.98 FEET PERPENDICULAR FROM THE SOUTH BOUNDARY OF SAID EAST THREE-FIFTHS;  
THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 56 FEET;  
THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID EAST THREE-FIFTHS A DISTANCE OF 20 FEET TO POINT OF BEGINNING;

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THENCE CONTINUING WESTERLY ALONG SAID LINE 131.94 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 8 FEET OF SAID EAST THREE-FIFTHS;  
THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTH TWO-FIFTHS;  
THENCE EASTERLY ALONG SAID LINE 12.67 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 151.67 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE NORTHERLY ALONG SAID LINE TO A LINE PARALLEL WITH AND 50 FEET NORTH OF THE LINE WHICH RUNS WESTERLY FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST LINE OF THE EAST 60 FEET OF SAID WEST HALF;  
THENCE SOUTHERLY 50 FEET TO THE TRUE POINT OF BEGINNING.

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## City of Seattle

Gregory J. Nickels, Mayor

### Office of the Mayor

June 30, 2003

Honorable Peter Steinbrueck  
President  
Seattle City Council  
Municipal Building, 11<sup>th</sup> Floor

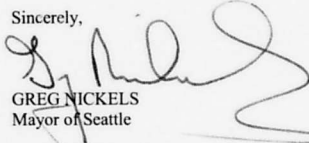
Dear Council President Steinbrueck:

The attached ordinance authorizes the Superintendent of Parks and Recreation to take action to formalize a long-standing driveway access within Interlaken Park. The driveway was established in 1911 by motion of the Board of Park Commissioners, "granting a perpetual easement" to the then-property owner, Academy of the Sacred Heart of Seattle.

The current property owner, Seattle Hebrew Academy, has applied for permits to expand its on-site parking and complete some earthquake repairs and seismic upgrades. Department of Design, Construction and Land Use regulations require the driveway be established as a formal, legal access from Interlaken Drive East to the Academy. This legislation defines that easement area and clarifies the maintenance and liability responsibilities of the parties. The easement will be recorded with King County records, assuring protection of the City's interests through future owners of the Academy property.

Thank you for your consideration of this legislation. Should you have questions, please contact MaryLou Whiteford at 684-7388.

Sincerely,

  
GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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MaryLou Whiteford  
June 11, 2003  
INTERord  
Version #1

Form revised April 22, 2003

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	MaryLou Whiteford/684-7388	Marilynne Gardner 233-5109

**Legislation Title:**

An ORDINANCE relating to the Department of Parks and Recreation, concerning Interlaken Park, authorizing the Superintendent to execute and deliver an easement for access to Seattle Hebrew Academy, thereby clarifying, defining, and formalizing the intent of the Board of Park Commissioners as expressed by Board action in 1911.

- **Summary of the Legislation:** This is "housekeeping" legislation, finally completing action moved and approved by the Board of Park Commissioners in 1911 to allow a driveway from a park road to a private (institution) land parcel. This legislation provides a legal description and specifies limitations and obligations associated with the use. The proposed legislation also establishes a formal easement that will be recorded in King County records.
- **Background:** as described above
- Please check one of the following:

☒ **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

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STATE OF WASHINGTON - KING COUNTY

--SS.

161772  
City of Seattle, Clerk's Office

No. ORDINANCES TITLE ONLY

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121235-238 TITLE ONLY

was published on

8/6/2003

Subscribed and sworn to before me on

8/6/2003

Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication



State of Washington, King County

**City of Seattle**

**TITLE-ONLY PUBLICATION**

The full text of the following ordinances, passed by the City Council on July 28, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 504-8344.

**ORDINANCE NO. 121236**

AN ORDINANCE Appropriating money to pay certain audited claims and ordering the payment thereof.

**ORDINANCE NO. 121237**

AN ORDINANCE relating to the Department of Parks and Recreation, concerning Interlaken Park, authorizing the Superintendent to execute and deliver an easement for access to Seattle Hebrew Academy, thereby clarifying, defining, and formalizing the intent of the Board of Park Commissioners as expressed by Board action in 1911.

**ORDINANCE NO. 121238**

AN ORDINANCE relating to the Neighborhood Parks, Green Spaces, Trails and Zoo Levy, authorizing the acquisition of real property commonly known as Maple Leaf and Greenwood Park Addition, authorizing acceptance of the deeds for open space, park, and recreation purposes, and increasing appropriations to the Department of Parks and Recreation in the 2003 Budget, all by a three-fourths vote of the City Council.

**ORDINANCE NO. 121235**

AN ORDINANCE relating to the Seattle Center Department, authorizing execution of an agreement with The Women's Basketball Club of Seattle, LLC for the use of KeyArena for Professional Women's Basketball.

Publication ordered by JUDITH PIPPIN,  
City Clerk.  
Date of publication in the Seattle Daily Journal of Commerce, August 6, 2003.  
690161772

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