

ORDINANCE No. 122716

COUNCIL BILL No. 116228

*Tom Rommen*

# The City of Seattle--Legislative Department

Date Reported  
and Adopted

## REPORT OF COMMITTEE

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the Superintendent of Parks and Recreation to negotiate, execute, grant and convey easement rights over, under and across a portion of Fauntleroy Park for the purposes of installing, repairing, maintaining and reconstructing an existing retaining wall to repair and control landslide activity, and to accept payment and reimbursement therefor.

Honorable President:

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

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

COMPROLLER FILE No. \_\_\_\_\_

Introduced: <u>5-27-08</u>	By:
Referred:	To: Parks & Seattle Center (PSC)
Referred:	To:
Referred:	To:
Reported: <u>6-16-08</u>	Second Reading:
Third Reading: <u>6-16-08</u>	Signed: <u>6-16-08</u>
Presented to Mayor: <u>6-17-08</u>	Approved: <u>6-25-08</u>
Returned to City Clerk: <u>6-25-08</u>	Published: <u>Title 3</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

pass 2-0 TR, JD

6-16-08 Passed 6-0 (Excused: Conlin, Godden, Licata)

*Law Department*

Committee Chair



# City of Seattle

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Gregory J. Nickels, Mayor

## Office of the Mayor

May 13, 2008

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

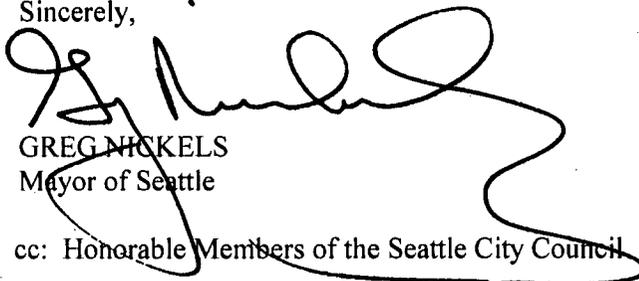
Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill, which authorizes the granting of an easement over a portion of City-owned property in Fauntleroy Park. The easement will provide for the ongoing maintenance and repair of a retaining wall by private property owners at no cost to the City.

In January 1997, a landslide occurred affecting the Park and two private residential properties adjacent to the north boundary of the Park. A geotechnical investigation of the affected properties determined that a retaining structure could reduce the likelihood of another landslide, thus benefiting both the private properties and the Park. In November 2001, the private property owners were issued a Parks Revocable Use Permit (RUP) allowing them to install a retaining structure that was subject to certain conditions and requirements. The RUP requires the purchase of permanent easement rights and payment of all associated costs, subject to an appraisal. The private property owners have met all the conditions contained in the RUP.

Passage of this legislation will benefit the City because all costs for maintenance and repair of the retaining wall will be borne by the private property owners. Further, the installation and ongoing maintenance will help prevent potential slide activity in the Park. Thank you for your consideration of this legislation. Should you have questions, please contact Donald Harris at 684-8018.

Sincerely,



GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



ORDINANCE 122716

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the Superintendent of Parks and Recreation to negotiate, execute, grant and convey easement rights over, under and across a portion of Fauntleroy Park for the purposes of installing, repairing, maintaining and reconstructing an existing retaining wall to repair and control landslide activity, and to accept payment and reimbursement therefor.

WHEREAS, in January, 1997, a landslide occurred affecting Fauntleroy Park and two private residential properties adjacent to the north boundary of Fauntleroy Park; and

WHEREAS, a geotechnical investigation of the affected properties determined that a retaining structure could reduce the likelihood of another landslide, thus benefiting both the private properties and the park property; and

WHEREAS, in November, 2001, the private property owners applied for and were issued Parks Revocable Use Permit Number 2002-09 allowing installation of a retaining structure, subject to certain conditions and requirements; and

WHEREAS, the Permit required that the private property owners seek an easement from the City of Seattle, granting permanent rights and continuing responsibility for the retaining structure; and

WHEREAS, the value of the easement has been determined by an appraisal; and

WHEREAS, this grant of easement is not a transaction requiring an equivalent parcel in exchange pursuant to Ordinance 118477 (Initiative 42); NOW, THEREFORE,

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

Section 1. As requested by the Superintendent of Parks and Recreation ("Superintendent"), and recommended by the Mayor, the Superintendent is authorized to negotiate, execute, grant and convey a perpetual, non-exclusive easement over, under and across a portion of real property ("Property") located in Fauntleroy Park, legally described as follows:

1  
2 Beginning at the southwest corner of Parcel A of City of Seattle Short Plat No.  
3 76-43, according to King County Recording No. 7607160576;  
4 thence south 00°38'15" west, on production southerly of the west line of said  
5 Parcel A, 85.00 feet;  
6 thence south 89°21'45" east, parallel with the south line of said Parcel A, 72.63  
7 feet to the west margin of 39<sup>th</sup> Avenue S.W.;  
8 thence north 00°53'29" east, along said west margin, 85.00 feet to the south line  
9 of said Parcel A;  
10 thence north 89°22'48" west 73.01 feet to the Point of Beginning,

11 for the purpose of installing, repairing, maintaining and reconstructing an existing retaining wall  
12 to repair and control landslide activity to two residential properties adjacent thereto, substantially  
13 in the form attached hereto as Attachment 1 ("Easement Agreement"), or with such additions,  
14 modifications or deletions as the Superintendent deems to be in the best interest of the City of  
15 Seattle ("City"). The Superintendent is further authorized to accept from the grantees of said  
16 easement, for and on behalf of the City, the appraised value of the easement interest in payment  
17 thereto plus associated administrative costs in reimbursement thereto to the City.

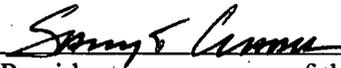
18 Section 2. Any act consistent with the authority and prior to the effective date of this  
19 ordinance is hereby ratified and confirmed.

20 Section 3. The requirements of Ordinance 118477 are hereby superseded for the purposes  
21 of this ordinance.

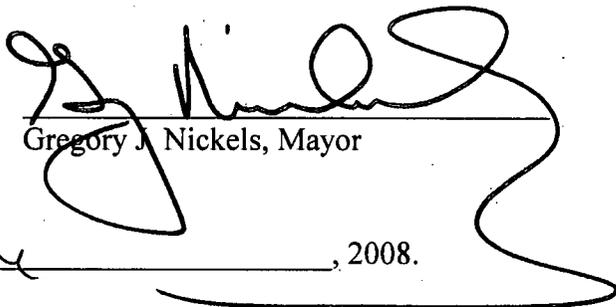
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Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

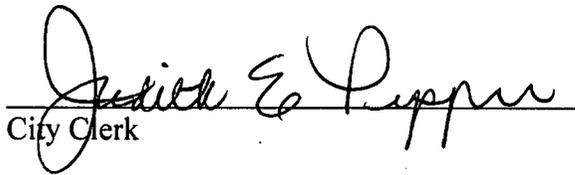
Passed by the City Council the 16<sup>th</sup> day of June, 2008, and signed by me in open session in authentication of its passage this 16<sup>th</sup> day of June, 2008.

  
\_\_\_\_\_  
President pro tem of the City Council

Approved by me this 25<sup>th</sup> day of June, 2008.

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this 25<sup>th</sup> day of June, 2008.

  
\_\_\_\_\_  
City Clerk

(Seal)

Attachment 1. Easement Agreement



**“Easement Agreement”**

AFTER RECORDING, RETURN TO:

Seattle Department of Parks and Recreation  
Property and Acquisition Services  
800 Maynard Avenue South, 3<sup>rd</sup> floor  
Seattle, WA 98134

<b>DOCUMENT SUMMARY</b>	
Document Title:	<b>RETAINING WALL EASEMENT AGREEMENT</b>
Grantor:	THE CITY OF SEATTLE
Grantees:	1. James H. and Anne K. Gillingham 2. Anne Speros 3. George Kuetgens
Abbreviated Legal Description:	Ptn E ½ SW ¼ SE ¼ S 35, T 24 N, R 3 E, WM
Additional legal is on page 9 of document.	
Assessor’s Property Tax Parcel/Account Number:	3524039213

**RETAINING WALL EASEMENT AGREEMENT**

THIS RETAINING WALL EASEMENT AGREEMENT (the “*Easement Agreement*”) dated \_\_\_\_\_, 2008, is made by and between **THE CITY OF SEATTLE**, a municipal corporation existing under the laws of the State of Washington (the “*City*”), and **JAMES H. GILLINGHAM** and **ANNE K. GILLINGHAM**, husband and wife, and **ANNE SPEROS** and **GEORGE KUETGENS**, each as their separate estates, as their interests may appear (“*Grantees*”), for the benefit and in favor of the Grantees.



## “Easement Agreement”

### RECITALS

A. Grantees are the holders of fee title to certain real property described on attached Exhibit A (the “*Benefited Land*”). The City, acting through its Department of Parks and Recreation (“*Parks*”), is the holder of fee title to certain real property described on the attached Exhibit B (the “*Burdened Land*”). The Benefited Land and the Burdened Land are adjacent parcels of property situated within the City of Seattle, King County, Washington and are within a slide-prone area.

B. Under a REVOCABLE PERMIT TO USE OR OCCUPY PARK PROPERTY (Permit No. 2002-09) dated effective as of April 25, 2002 (the “*Revocable Permit*”), Parks issued to said Grantees as fee owners of the Benefited Property, a temporary permit to install, repair, maintain and reconstruct a buttress slope stabilization retaining wall upon the Burdened Land for the purpose of controlling slide activity (the “*Retaining Wall*”), pursuant to City of Seattle Department of Planning and Development (DPD) Project No. 2006588. As contemplated by the Revocable Permit, the Retaining Wall was subsequently installed and surveyed and the fair market value of the easement interest taken by the Retaining Wall was established by independent fee appraisal and paid to the City.

C. As a condition of the issuance of the Revocable Permit, and as required by Seattle Municipal Code § 15.04.060, Grantees agreed to indemnify, defend and hold the City and its officers, agents and employees harmless from any and all losses, claims, actions, costs, damages and expenses (including attorney’s fees and costs) arising out of or resulting from any act, error or omission of the Grantees or any of their agents, subcontractors, employees and invitees in connection with any act or activity authorized by the Revocable Permit. The Revocable Permit provided that the indemnification provisions pertaining to the Retaining Wall contained therein shall survive the term of the Revocable Permit by Grantees’ execution of a WAIVER AND INDEMNIFICATION AGREEMENT AND COVENANT TO MAINTAIN RETAINING WALL, of even date, which becomes a part hereof and is attached as Exhibit D (the “*Indemnification Agreement*”).

D. This Easement Agreement is required under the terms of the Revocable Permit and pertains to the Indemnification Agreement.

E. The granting of this Easement and execution of this Easement Agreement has been duly authorized by the City by action of the Seattle City Council under Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, 2008.



## **“Easement Agreement”**

THEREFORE, the parties agree as follows:

### **1. GRANT OF EASEMENT.**

**1.1. Retaining Wall Easement.** The City hereby grants and conveys to Grantees a perpetual non-exclusive easement for the purposes of installing, repairing, maintaining and reconstructing the existing Retaining Wall for the purpose of controlling slide activity, for the use and benefit of the Benefited Land by Grantees and Grantees’ heirs, successors and assigns in interest in the Benefited Property, over, under and across that portion of the Burdened Land which is legally described on attached Exhibit C (the “*Easement Area*”). A survey (the “*Survey*”) of the Easement Area is recorded under King County Recording Number 20051230900019 and is incorporated herein by reference.

**1.2. Maintenance and Repair Easement.** The City further hereby grants and conveys to Grantees a non-exclusive temporary easement over and across that portion of the Burdened Land which lies within ten (10) feet of and adjoins the perimeter of the Easement Area for purposes of undertaking and completing the periodic inspection, repair, maintenance and reconstruction of the Retaining Wall. All such activities shall be at Grantees’ expense and in accordance with the Indemnity Agreement and shall be subject to all applicable laws, regulations and ordinances of the City, including any such further building permit or other conditions as may apply to the intended work.

**2. SUCCESSORS AND ASSIGNS.** The covenants and conditions contained in this Agreement inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

**3. EASEMENT APPURTENANT.** This Easement is appurtenant to the Benefited Land and therefore shall run with the land.

**4. SECTION HEADINGS.** The marginal headings and paragraph titles to the paragraphs of this Agreement are not a part hereof and shall have no effect on the construction of or interpretation of any part of this Agreement.

**5. EFFECT ON OTHER DOCUMENTS.** This Easement supersedes and replaces the Revocable Permit, but not the Indemnity Agreement provision. Both this Easement Agreement and the Indemnity Agreement as set forth herein as Exhibit D shall continue in full force and effect in accordance with their respective terms. Grantees shall



**“Easement Agreement”**

maintain a liability insurance policy with the City named as an additional insured for any activity associated with the Retaining Wall.

IN WITNESS WHEREOF, the City has executed this Easement Agreement as of the date first written above by its duly appointed and authorized officer.

“CITY”:

**THE CITY OF SEATTLE**, a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Department of Parks and Recreation

“GRANTEES”:

\_\_\_\_\_  
JAMES H. GILLINGHAM

\_\_\_\_\_  
ANNE K. GILLINGHAM

\_\_\_\_\_  
ANNE SPEROS

\_\_\_\_\_  
GEORGE KUETGENS

**EXHIBITS**

- Exhibit A – Benefited Land (Legal Description)
- Exhibit B – Burdened Land (Legal Description)
- Exhibit C – Easement Area (Legal Description)
- Exhibit D – Indemnification Agreement









**“Easement Agreement”**

**EXHIBIT A**

**BENEFITED LAND**

**PARCEL A:**

Parcel A of City of Seattle Short Plat No. 76-43, according to King County Recording No. 7607160576;

AND

**PARCEL B:**

Lots 1 and 2, Block 3, Daugherty Addition, according to the plat thereof recorded in Volume 27 of Plats, page 19, in King County, Washington.



**“Easement Agreement”**

**EXHIBIT B**

**BURDENED LAND**

The east ½ of the southwest ¼ of the southeast ¼ of Section 35, Township 24 North, Range 3 East, W.M., in King County, WA; EXCEPT County Road; AND EXCEPT that portion thereof described as follows:

That portion of the northeast ¼ of the southwest ¼ of the southeast ¼ of Section 35, Township 24 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the center lines of West Barton Street and West Director Street, as shown on the Plat of Fauntlee Hills, Division No. 1, as per plat recorded in Volume 43 of Plats, page 27; thence south 36°00'40" west at right angles to the center line of said West Barton Street, 30 feet to the southwesterly line thereof; thence south 53°59'20" east along said southeasterly line, 10.24 feet to a point of curve on said line; thence continuing along said southwesterly line on a curve to the left with a radius of 355 feet a distance of 64.46 feet to the true point of beginning; thence continuing along said curve a distance of 99.25 feet; thence south 0°05'40" west 100.55 feet; thence west 130 feet; thence northeasterly 133 feet, more or less, to the true point of beginning;

AND EXCEPT that portion lying north and east of a line which begins on the east line of said subdivision 100.00 feet south 0°53'29" west from the intersection of said east line with the south line of West Barton Street as established 30.0 feet from the center line; thence north 89°21'45" west 230.0 feet; thence north 0°38'15" east 74.35 feet to the south line of West Barton Street and the terminus of the line herein described.



**“Easement Agreement”**

**EXHIBIT C**

**EASEMENT AREA**

Beginning at the southwest corner of Parcel A of City of Seattle Short Plat No. 76-43, according to King County Recording No. 7607160576; thence south 00°38'15" west, on production southerly of the west line of said Parcel A, 85.00 feet; thence south 89°21'45" east, parallel with the south line of said Parcel A, 72.63 feet to the west margin of 39<sup>th</sup> Avenue S.W.; thence north 00°53'29" east, along said west margin, 85.00 feet to the south line of said Parcel A; thence north 89°22'48" west 73.01 feet to the Point of Beginning.

(consisting of 6,189 square feet or 0.14 acres)



**“Easement Agreement”**

**EXHIBIT D**

**INDEMNIFICATION AGREEMENT**

**WAIVER AND AGREEMENT TO INDEMNIFY  
CITY OF SEATTLE FOR USE OF PARK PROPERTY**

We, **JAMES H. GILLINGHAM** and **ANNE K. GILLINGHAM**, husband and wife, and **ANNE SPEROS** and **GEORGE KUETGENS**, each as their separate estates, as their interests may appear, (“Grantors” herein), owners of property commonly known as 3821 and 3901 SW Barton Street, Seattle, Washington, execute this waiver and hold harmless agreement in favor of THE CITY OF SEATTLE (“City” herein) as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**WITNESSETH:**

**WHEREAS**, the above-named is/are the owners of real property legally described as:

**PARCEL A**

Parcel A of City of Seattle Short Plat No. 76-43 according to King County Recording No. 7607160576;

and

**PARCEL B**

Lots 1 and 2, Block 3, Daugherty Addition, according to the plat thereof recorded in Volume 27 of Plats;

and

**WHEREAS**, said property is adjacent to City of Seattle public park property known as Fautleroy Park; and

**WHEREAS**, certain private improvements benefiting said property, *specifically a retaining wall, ancillary hard landscaping elements, and vegetative landscaping*, have been constructed and/or are installed on the public park property known as Fautleroy Park;



**“Easement Agreement”**

**NOW, THEREFORE,** the above-named hereby covenant and agree as follows:

1. Grantors, their agents, contractors, assigns, tenants, guests, and invitees hereby waive any right to assert any claim whatsoever (including attorney’s fees) against the City (and/or its officers, representatives, agents, employees) for any injury to, or death of, persons; or loss of, or damage to, property caused by or resulting from said owners or owners’ agents, contractors, assigns, tenants, guests, or invitees use or occupancy upon park property, except such claims, costs, damages or expense which may be caused by the sole negligence of the City.
2. Grantors will protect, defend, indemnify and save the City harmless from and against any and all claims, suits or actions brought against the City (and/or its officers, representatives, agents, employees) on the basis of any injury to, or death of, persons; or loss of, or damage to, personal property on park property caused by or attributable to said owners or owners’ agents, contractors, assigns, tenants, guests, invitees use or occupancy upon park property. Where claims arise from the concurrent negligence of the owner and the City, owners’ indemnification obligations shall apply only to the extent of owners’ negligence.
3. Grantors further agree that they shall not make nor allow to be made any changes, additions, or extensions to above-specified private improvements on park property without the knowledge of and expressed permission of The City of Seattle, acting through its Department of Parks and Recreation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
JAMES H. GILLINGHAM

\_\_\_\_\_  
ANNE K. GILLINGHAM

\_\_\_\_\_  
ANNE SPEROS

\_\_\_\_\_  
GEORGE KUETGENS



**"Easement Agreement"**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2008.

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

Residing at \_\_\_\_\_

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2008.

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

Residing at \_\_\_\_\_

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

My appointment expires \_\_\_\_\_



**"Easement Agreement"**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes  
mentioned in the instrument.

DATED: \_\_\_\_\_, 2008.

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

Residing at \_\_\_\_\_

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes  
mentioned in the instrument.

DATED: \_\_\_\_\_, 2008.

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

Residing at \_\_\_\_\_

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

My appointment expires \_\_\_\_\_



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Parks and Recreation	Donald Harris / 684-8018	Jennifer Devore / 615-1328

**Legislation Title:**

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the Superintendent of Parks and Recreation to negotiate, execute, grant and convey easement rights over, under and across a portion of Fauntleroy Park for the purposes of installing, repairing, maintaining and reconstructing an existing retaining wall to repair and control landslide activity, and to accept payment and reimbursement therefor.

- **Summary of the Legislation:** This legislation authorizes the Superintendent of Parks and Recreation to execute an Easement Agreement (Attachment 1 to the Ordinance) over a portion of Fauntleroy Park (the Park) and to accept payment from the grantees of the appraised value for the easement in the amount of \$375 and reimbursement of all associated costs in the amount of \$6,698. The easement provides for the installation, repair, maintenance and reconstruction (as needed) of an existing retaining wall installed on park land in the Park to control landslide activity from and on adjacent private residential properties onto park land, together with the right of ingress to and egress thereto.
- **Background:** In January 1997, a landslide occurred affecting the Park and two private residential properties adjacent to the north boundary of the Park. A geotechnical investigation of the affected properties determined that a retaining structure could reduce the likelihood of another landslide, thus benefiting both the private properties and the Park. In November, 2001, the private property owners applied for and were issued Parks Revocable Use Permit (Number 2002-09) allowing them to install a retaining structure, subject to certain conditions and requirements. The Permit required that the private property owners seek an easement from the City of Seattle (City), granting permanent rights and continuing responsibility for the retaining wall structure. In accordance with the Department of Parks and Recreation's (DPR) Policy and Procedures on Non-Park Uses of Parklands, endorsed by City Council Resolution 29475, the approval of the Permit required the Permittees to purchase permanent easement rights for the installation of the retaining wall, subject to an appraisal and City Council approval, and to reimburse the City for all costs associated with the easement acquisition. A public hearing regarding the Permit and proposed easement was held at the April 25, 2002 meeting of the Board of Park Commissioners. All conditions contained in the Permit have now been met. The ordinance states that the proposed Easement Agreement is not a transaction governed by Ordinance 118477 (Initiative 42) that requires an equivalent parcel of land in exchange for park land nor is it a change from park use to another use. It formalizes legal rights and responsibilities for continued private use of City property, including repair and maintenance of the retaining wall, which will benefit the Park and park users and protect the City from any liability that might result from a non-park installation on park property. This ordinance provides that the requirements of Ordinance 118477 are superseded for the purposes of this ordinance.



- Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

*Appropriations:* N/A

Fund Name and Number	Department	Budget Control Level*	2008 Appropriation	2009 Anticipated Appropriation
<b>TOTAL</b>				

*Notes:* N/A

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:**

Fund Name and Number	Department	Revenue Source	2008 Revenue	2009 Revenue
			\$0	\$0
<b>TOTAL</b>			\$0	\$0

*Notes:* In the fall of 2007, DPR received the appraised value for the easement in the amount of \$375 and reimbursement of all associated costs in the amount of \$6,698.

**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:** N/A

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions*	2009 FTE*
<b>TOTAL</b>							

*Notes:* N/A

- Do positions sunset in the future? N/A

**Spending/Cash Flow:** N/A

Fund Name & #	Department	Budget Control Level*	2008 Expenditures	2009 Anticipated Expenditures
<b>TOTAL</b>				

*Notes:* N/A



- **What is the financial cost of not implementing the legislation?** Without implementation of this legislation, the City cannot grant easement rights for the retaining wall on Park property, nor bind the grantees to any and all liability and maintenance responsibilities and costs that will otherwise accrue to the City.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** There are no alternatives that would achieve the same objectives except for DPR to assume the responsibility for maintaining and repairing the wall. There is no funding allocated for this at the present time in DPR's budget.
- **Is the legislation subject to public hearing requirements:** No.
- **Other Issues:** None.
- **Please list attachments to the fiscal note below:**

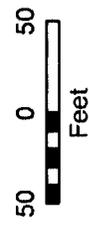
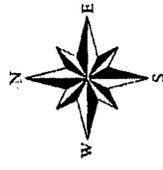
Attachment 1: Fauntleroy Easement Site (map)



# Fauntleroy Park Easement Site Map

**Legend**

- Easement location
- Fauntleroy Park
- Parcel Boundary

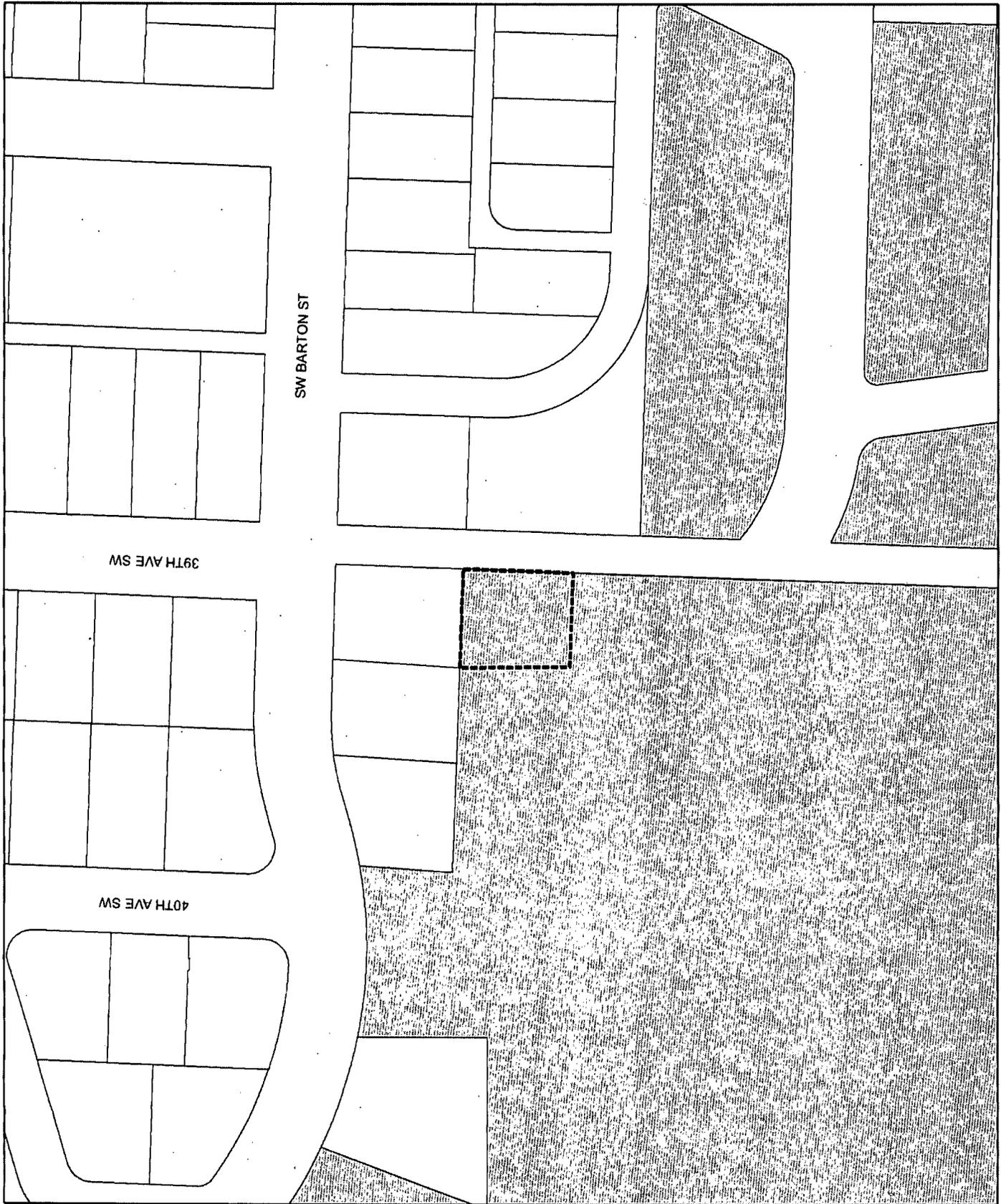


1 inch equals 100 feet

©2008, CITY OF SEATTLE  
All rights reserved.

No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: February 15, 2008



FILED  
CITY OF SEATTLE  
08 JUL 18 PM 1:04  
CITY CLERK

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STATE OF WASHINGTON – KING COUNTY  
--SS.

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226209  
CITY OF SEATTLE, CLERKS OFFICE

No. 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:122715-122722

was published on

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*[Signature]*  
\_\_\_\_\_  
Subscribed and sworn to before me on  
06/30/08  
*[Signature]*  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

### TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on June 18, 2008, and published hereby title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8844.

#### ORDINANCE NO. 122722

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

#### ORDINANCE NO. 122721

AN ORDINANCE approving and confirming the plat of "Terrace on Capitol Hill Addition to the City of Seattle" in a portion of Section 29, Township 25 North, Range 4 East, W.M., in King County, Washington.

#### ORDINANCE NO. 122720

AN ORDINANCE approving and confirming the plat of "Brazil Addition to the City of Seattle" in a portion of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington.

#### ORDINANCE NO. 122719

AN ORDINANCE relating to City employment, authorizing the execution of a Memorandum of Understanding between the City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 180, Local 79, amending the current Collective Bargaining Agreement to include Appendix B, identifying job titles that comprise a new bargaining unit; and providing payment therefor.

#### ORDINANCE NO. 122718

AN ORDINANCE relating to City employment commonly referred to as the First Quarter 2008 Employment Ordinance; establishing new titles and/or salaries; establishing new salaries for certain non-represented titles in the same class series as represented titles; and designating positions as exempt from Civil Service status; all by a 2/3 vote of the City Council.

#### ORDINANCE NO. 122717

AN ORDINANCE relating to City employment, authorizing the Mayor to sign and/or execute a collective bargaining agreement between the City of Seattle and the Joint Crafts Council, establishing wage adjustments; and providing payment therefor.

#### ORDINANCE NO. 122716

AN ORDINANCE relating to the Department of Parks and Recreation authorizing the Superintendent of Parks and Recreation to negotiate, execute, grant and convey easement rights over, under and across a portion of Fauntleroy Park for the purposes of installing, repairing, maintaining and reconstructing an existing retaining wall to repair and control landslide activity, and to accept payment and reimbursement therefor.

#### ORDINANCE NO. 122715

AN ORDINANCE relating to City employment, adopting a 2008 Citywide Position List.

Publication ordered by JUDITH BIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce: June 30, 2008.

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