

1 1.2. JUDGMENT CREDITOR. PETER VITALIANO, an individual, represented by
2 David Spellman, Buchalter, 1420 Fifth Avenue, Suite 3100, Seattle, WA 98101, (206) 319-7032.

3 1.3. JUDGMENT DEBTOR. City of Shoreline, represented by Kinnon W. Williams
4 and Adrian Urquhart Winder, Foster Garvey PC, 1111 Third Avenue, Suite 3000, Seattle, WA
5 98101, (206) 447-4400; and Margaret J. King and Julie Ainsworth-Taylor, City of Shoreline,
6 17500 Midvale Avenue North, Shoreline, WA 98133, (206) 801-2221.

7 1.4. COSTS. Statutory costs are waived.

8 1.5. LEGAL DESCRIPTION.

9 THAT PORTION OF SECOND CLASS TIDELANDS AND UPLANDS
10 ADJOINING LOTS 6 THROUGH 19, INCLUSIVE, BLOCK 13, REPLAT OF A
11 PORTION OF RICHMOND BEACH, ACCORDING TO THE PLAT THEREOF
12 RECORDED IN VOLUME 9 OF PLATS, PAGE 94, IN KING COUNTY,
13 WASHINGTON, LYING BETWEEN THE SOUTHWESTERLY
14 PROLONGATION OF THE SOUTHEASTERLY LINE OF THE
15 NORTHWESTERLY 12.00 FEET OF SAID LOT 6, AND THE
16 SOUTHEASTERLY LINE OF SAID LOT 19;

17 EXCEPT PORTION OF SAID TIDELANDS AND UPLANDS LYING WITHIN
18 THE RIGHT-OF-WAY OF BURLINGTON NORTHERN, INC. ALSO KNOWN
19 AS THE GREAT NORTHERN RAILWAY;

20 ALSO EXCEPTING THEREFROM THE NORTHWESTERLY 3 FEET OF THE
21 NORTHEASTERLY 102 FEET OF SAID UPLANDS AND SECOND CLASS
22 TIDELANDS LYING SOUTHWESTERLY OF THE RIGHT-OF-WAY OF
23 BURLINGTON NORTHERN INC.

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF
WASHINGTON.

1.6. KING COUNTY TAX ACCOUNT NUMBER: 727810-0905.

2. INTRODUCTION

THIS MATTER came before the undersigned judge of the above-entitled court on the
stipulation of the Petitioner, City of Shoreline ("City"), and Respondent, Peter Vitaliano

1 (“Respondent”). The City is represented by Kinnon W. Williams and Adrian Urquhart Winder of
2 Foster Garvey PC, and Margaret King and Julie Ainsworth-Taylor of the City of Shoreline.
3 Respondent is represented by David Spellman of Buchalter. The Court received this stipulation
4 of the parties, including for entry of this Judgment, and is advised in the premises. The Court
5 makes and enters this Judgment and Decree of Appropriation.

6 **3. STIPULATION**

7 3.1. The City and the Respondent are each a “Party” and together the “Parties” to this
8 matter. The Parties agree that the just compensation for the Property and other costs hereunder is
9 Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the “Judgment Amount”), provided
10 that Respondent be granted a Seawall Access and Maintenance Easement to the Property in the
11 form attached hereto as Exhibit A (“Seawall Easement”). The Judgment Amount and grant of
12 Easement represents the full and final settlement of all claims related to the City’s taking of the
13 Property, including but not limited to interest, expert fees, attorney fees, costs, and any claims of
14 damages or other diminution in value.

15 3.2. This Judgment and the Judgment Amount were reached following good faith
16 negotiations and reflect considered evaluation of the risks associated with further litigation,
17 including the continued commitment of resources by the Parties. The Judgment Amount and grant
18 of Easement is a compromise and settlement and does not constitute an acknowledgement of the
19 claims or defenses of either Party as to the issues in this matter.

20 3.3. The Property acquired by the City is legally described in Section 1.5 above, which
21 is incorporated herein by this reference.

22 3.4. The Parties hereby stipulate to entry of this Judgment.
23

1 **4. PUBLIC USE AND NECESSITY; POSSESSION AND USE**

2 The Court entered a Stipulation and Order Adjudicating Public Use and Necessity on
3 May 18, 2023. The parties stipulated to immediate possession and use of the Property, and the
4 Court entered a Stipulation and Order Granting Immediate Possession and Use on May 18, 2023.
5 The possession and use payment was deposited into the registry of the Court on May 31, 2023.

6 **5. OTHER PARTIES**

7 5.1. An Order Granting Motion for Voluntary Dismissal of Respondent King County
8 was entered in this matter on July 18, 2023.

9 5.2. There are no other parties to this action.

10 **6. JUDGMENT AND APPROPRIATION**

11 6.1. The total just compensation to be paid by the City to Respondent Peter Vitaliano,
12 the fee owner of the property, for and in connection with the taking and damaging of the Property,
13 together with any improvements thereon, attorney, expert/evaluation fees, and interest, if any, is
14 the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), together with the grant
15 of Easement.

16 6.2 The City has previously paid One Hundred Ten Thousand and No/100 Dollars
17 (\$110,000.00) into the registry of the Court.

18 6.3 The total balance due on the Judgment Amount from the City of Shoreline is Ninety
19 Thousand and No/100 Dollars (\$90,000.00) (the “Balance”).

20 6.4 Upon entry of this Judgment and payment of the Balance of the Judgment Amount
21 under Section 6.3, the City shall have all right, title, and interest in the Property, as described in
22 Section 1.5.

1 **7. JUST COMPENSATION AND DISBURSEMENT**

2 Within twenty (20) court days of entry of this Judgment, the City shall pay into the court
3 registry the Balance of the Judgment Amount (\$90,000.00) as the remaining payment in full of
4 just compensation and costs for the Property. Interest at the statutory rate shall accrue on and after
5 the twenty-first (21st) day following entry of the Judgment on the Balance of the Judgment
6 Amount until paid. The Parties agree to disbursement by the Court’s check, and the Clerk is hereby
7 directed to make payment of the entire Judgment Amount, or such balance in the court registry, to
8 the Respondent Peter Vitaliano as follows: check made payable to “Buchalter Washington Client
9 Trust IOLTA Account” and mailed to Buchalter, c/o David Spellman, 1420 Fifth Avenue, Suite
10 3100, Seattle, WA 98101. Upon Entry of the Decree of Appropriation, the City shall immediately
11 grant the Easement as described herein to Respondent.

12 **8. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

13 Sections 2 through 7 above shall be and hereby are adopted as and made the Findings of
14 Fact and Conclusions of Law. Now, therefore, in accordance with the foregoing Findings of Fact
15 and Conclusions of Law, it is hereby ordered, adjudged, and decreed as follows.

16 **9. JUDGMENT**

17 9.1. Sections 2 through 8 above are incorporated herein by this reference.

18 9.2. Upon entry of this Judgment and payment as set forth in Section 6.3 above, the City
19 shall have all right and title to the Property described at Section 1.5 herein.

20 9.3. The total Judgment Amount paid by the City to the Respondent as payment in full
21 of just compensation is the Judgment Amount.

22 9.4. The Clerk shall not issue a “certified abstract of judgment” contained in the
23 execution docket, otherwise denominated by the Clerk “transcript of judgment docket,” the sole

1 and only purpose of which is presentation for payment. The sole method of payment shall be
2 through the court registry as directed herein.

3 9.5. No sums shall be disbursed to the King County Treasury for real property taxes and
4 fees owing on the Property.

5 9.6. Costs are waived as to both Parties.

6 9.7. Upon entry of this Judgment and payment as provided in Judgment Sections 6.3
7 and 7 above, the Clerk is ordered to disburse funds under Judgment Section 7.

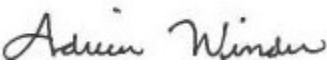
8 9.8. Petitioner shall record a certified copy of this Stipulated Findings of Fact,
9 Conclusions of Law, Judgment, Decree of Appropriation and Order of Disbursement with the King
10 County Recorder's office. Upon recording of the Stipulated Findings of Fact, Conclusions of Law,
11 Judgment, Decree of Appropriation and Order of Disbursement with the King County Recorder's
12 office, the parties shall immediately execute and record the Easement attached hereto as Exhibit A.

13 SO ORDERED this _____ day of 02/21/2025, 2025.

14 
15 _____
SUPERIOR COURT JUDGE

16 **Presented by:**

17 FOSTER GARVEY PC

18 
19 _____
Kinnon W. Williams, WSBA No. 16201
Adrian Urquhart Winder, WSBA No. 38071
20 1111 Third Avenue, Suite 3000
Seattle, Washington 98101-3299
21 Telephone: (206) 447-4400
Email: kinnon.williams@foster.com
22 adrian.winder@foster.com

23 and

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW,
JUDGMENT, DECREE OF APPROPRIATION AND ORDER
DISBURSING FUNDS – 6

FOSTER GARVEY PC
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

1 CITY OF SHORELINE

2 Margaret J. King, WSBA No. 34886
3 City Attorney
4 Julie Ainsworth-Taylor, WSBA No. 36777
5 Assistant City Attorney
6 17500 Midvale Avenue North
7 Shoreline, Washington 98133
8 Telephone: (206) 801-2221
9 Email: mking@shorelinewa.gov
10 Email: jainsworth-taylor@shorelinewa.gov

11 *Attorneys for Petitioner City of Shoreline*

12 **Stipulated to entry; approved as to form;**
13 **notice of presentation waived:**

14 BUCHALTER

15 /s/ David Spellman
16 David Spellman, WSBA No. 15884
17 1420 Fifth Avenue, Suite 3100
18 Seattle, WA 98101
19 Telephone: (206) 319-7032
20 Email: dspellman@buchalter.com

21 *Attorneys for Respondent Peter Vitaliano*

22 STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW,
23 JUDGMENT, DECREE OF APPROPRIATION AND ORDER
DISBURSING FUNDS – 7

FG: 101929511.3

FOSTER GARVEY PC
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

EXHIBIT A

WHEN RECORDED RETURN TO:

Kinnon W. Williams
Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, WA 98104

SEAWALL MAINTENANCE AND ACCESS EASEMENT

Grantor(s): The City of Shoreline

Grantee: Peter Vitaliano

Abbreviated Legal Description: Section 2, Township 26 North, Range 3 East, W.M.

Assessor's Tax Parcel No(s): 727810-0905

AGREEMENT

1. Grant of Easement. City of Shoreline, a Washington municipal corporation ("Grantor"), owner of King County Tax Parcel No. **727810-0905** (Burdened Parcel, legally described in attached **Exhibit "A"**) hereby grants to **Peter Vitaliano**, an individual, ("Grantee") owner of King County Tax Parcel No. **727810-0906** (Benefitted Parcel, legally described in attached **Exhibit "B"**) an easement for Seawall Maintenance and Access to a portion of King County Tax Parcel Number **727810-0905**, that portion being described in attached **Exhibit "C"** and depicted in the attached **Exhibit "D"** ("Easement Area").

2. Purpose of Easement. Grantee and its employees, agents, contractors, and permittees may use the Easement Area, for purposes of maintaining and repairing the existing encroaching seawall, as well as for the use of the existing boat hoist swing.

All work performed by Grantee to repair and maintain the Seawall and hoist shall be the responsibility of Grantee. All costs and permitting, including but not limited to permitting fees, insurance, restoration, repair, or penalties shall, along with all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s), shall be borne by Grantee.

3. Restoration. If any public or private improvements in the Easement Area are disturbed or damaged by any of Grantee's activities described in Paragraph 2 (the "Work"), upon completion of such Work, Grantee shall, at its sole cost and expense restore the public

or private improvements to a condition that is as good or better than that which existed prior to the use.

During Grantee's performance of the Work, Grantee shall, on an interim basis, restore the Easement Area to a reasonably safe condition.

After Grantee's completion of the Work, if public or private improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use.

4. Grantor's Use of Easement Area. Grantor and members of the general public may use the property within the Easement Area, so long as their use does not interfere with Grantee's use of the Easement Area.

5. Representations and Indemnifications. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee agrees to hold harmless, indemnify, and defend Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee or its employees, agents, contractors, or permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee or its employees, agents, contractors, or permittees. To the extent governed by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities, and damages arise from the negligence of Grantor, or Grantor's employees, agents, contractors, or permittees.

6. Binding Effect. This Easement is appurtenant to the land and is binding upon the Grantor, Grantees, and their respective heirs, successors, and assigns.

7. Insurance. During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. Legal Proceedings. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. Consideration. This Easement is granted in partial settlement of King County Superior Court Cause No. 23-2-08589-2 SEA in which Grantor acquired King County Tax Parcel No. **727810-0905** under authority of Chapter 8.12 RCW condemnation.

10. Recording. Grantor will record this Easement in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 20____.

Day

Month

Year

Grantor: **The City of Shoreline, a Washington municipal corporation**

By: _____

Its: _____

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"
BURDENED PARCEL

THAT PORTION OF THE SECOND CLASS TIDELANDS AND UPLANDS ADJOINING LOTS 6 THROUGH 19, INCLUSIVE, BLOCK 13, RE-PLAT OF A PORTION OF RICHMOND BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON, LYING BETWEEN THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 12.00 FEET OF SAID LOT 6, AND THE SOUTHEASTERLY LINE OF SAID LOT 19;

EXCEPT PORTION OF SAID TIDELANDS AND UPLANDS LYING WITHIN THE RIGHT-OF-WAY OF BURLINGTON NORTHERN, INC. ALSO KNOWN AS THE GREAT NORTHERN RAILWAY;

ALSO EXCEPTING THEREFROM THE NORTHWESTERLY 3 FEET OF THE NORTHEASTERLY 102 FEET OF SAID UPLANDS AND SECOND CLASS TIDELANDS LYING SOUTHWESTERLY OF THE RIGHT-OF-WAY OF BURLINGTON NORTHERN INC.

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

King County Tax Parcel No. 727810-0905

EXHIBIT "B"
BENEFITTED PARCEL

THAT PORTION OF THE SECOND CLASS TIDELANDS AND UPLANDS AS CONVEYED BY THE STATE OF WASHINGTON LYING BETWEEN A LINE EXTENDED SOUTHWESTERLY FROM THE NORTHWESTLY LINE OF LOT 3, BLOCK 13, RE-PLAT OF A PORTION OF RICHMOND BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 94, RECORDS OF KING COUNTY, WASHINGTON, AND A LINE EXTENDED SOUTHWESTERLY PARALLEL TO AND SOUTHEASTERLY A DISTANCE OF 12 FEET FROM THE NORTHWESTERLY LINE OF LOT 6 IN SAID BLOCK 13;

EXCEPT PORTIONS OF SAID UPLANDS LYING WITHIN THE RIGHT-OF-WAY OF BURLINGTON NORTHERN, INC. ALSO KNOWN AS THE GREAT NORTHERN RAILWAY.

TOGETHER WITH THAT PORTION AS FOLLOWS:
BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY; THENCE SOUTH 39°03'28" EAST A DISTANCE OF 3.01 FEET; THENCE SOUTH 47°08'44" WEST A DISTANCE OF 102.22 FEET; THENCE NORTH 39°03'28" WEST A DISTANCE OF 3.01 FEET; THENCE NORTH 47°08'44" EAST A DISTANCE OF 102.22 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

King County Tax Parcel No. 727810-0906

EXHIBIT "C"
EASEMENT AREA

THE NORTHWESTERLY 12.00 FEET OF THE NORTHEASTERLY 108.50 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SECOND CLASS TIDELANDS AND UPLANDS ADJOINING LOTS 6 THROUGH 19, INCLUSIVE, BLOCK 13, RE-PLAT OF A PORTION OF RICHMOND BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON, LYING BETWEEN THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 12.00 FEET OF SAID LOT 6, AND THE SOUTHEASTERLY LINE OF SAID LOT 19;

EXCEPT PORTION OF SAID TIDELANDS AND UPLANDS LYING WITHIN THE RIGHT-OF-WAY OF BURLINGTON NORTHERN, INC. ALSO KNOWN AS THE GREAT NORTHERN RAILWAY;

ALSO EXCEPTING THEREFROM THE NORTHWESTERLY 3 FEET OF THE NORTHEASTERLY 102 FEET OF SAID UPLANDS AND SECOND CLASS TIDELANDS LYING SOUTHWESTERLY OF THE RIGHT-OF-WAY OF BURLINGTON NORTHERN INC.

SITUATE IN THE CITY OF SHORELINE, COUNTY OF KING, STATE OF WASHINGTON.

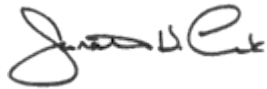
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**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 23-2-08589-2 SEA
Case Title: CITY OF SHORELINE VS VITALIANO ET ANO

Document Title: Agreed Order

Date Signed: 02/21/2025

A handwritten signature in black ink, appearing to read 'Jonathon Lack', is positioned above a horizontal line.

Commissioner: Comm. Jonathon Lack

Key/ID Number: *221305296*

Page Count: This document contains 16 page(s) plus this signature page.