



*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-2913177

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-2913177

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company

Issuing Office: 920 5th Avenue, Suite 1250, Seattle, WA 98104

Issuing Office's ALTA® Registry ID:

Issuing Office File No.: 4209-2913177

Commitment No.: 4209-2913177

Property Address: 12531 28th Avenue NE, Seattle, WA 98125

Revision No.:

### SCHEDULE A

1. Commitment Date: October 24, 2018 8:00 AM

2. Policies to be issued:

(A) Standard Owner's Policy

Basic Rate

Proposed Insured: To Be Determined

Proposed Policy Amount: \$TBD

Premium: \$TBD

Tax: \$TBD

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: City of Seattle, a municipal corporation

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Curtis Goodman, Title Officer

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-2913177

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-2913177

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
9. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Seattle** is at **1.78 %**.  
Levy/Area Code: 0010

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the King County Tax Rolls, as exempt. Tax account no. 383450-0635-08.  
Affects: Parcel A

The taxes for the current year reflect an exemption for Governmental. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

11. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the King County Tax Rolls, as exempt. Tax account no. 383450-0720-04.  
Affects: Parcel B

The taxes for the current year reflect an exemption for Governmental. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

12. Taxes which may be assessed and extended on any subsequent roll for the tax year 2018, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.

13. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

14. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Kenwood Division Two recorded in [Volume 21 of Plats, Page\(s\) 28](#).

15. Covenants, conditions and restrictions contained in Instrument.

Recorded: March 28, 1944  
Recording Information: [3376154](#)  
Affects: South half (South 30 feet) of Lot 3 and all of Lots 4 and 5  
As Follows:

For park and recreation purposes

16. Covenants, conditions and restrictions contained in Instrument.

Recorded: September 30, 1944  
Recording Information: [3418299](#)  
Affects: West half of Lot 13 and all of Lots 14, 15 and 16  
As Follows:

For park and recreation purposes

17. Covenants, conditions and restrictions contained in Instrument.

Recorded: November 12, 1953  
Recording Information: [4396154](#)  
Affects: South 30 feet of Lot 3, all of Lots 4 and 5; the West half of Lot 13; and all of Lots 14, 15 and 16  
As Follows:

As Follows:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

With provision that same be used solely for park and recreational purposes

18. Covenants, conditions and restrictions contained in Instrument.

Recorded: May 27, 1964

Recording Information: [5741083](#)

Affects: South 30 feet of Lot 3, all of Lots 4 and 5; the West half of Lot 13; and all of Lots 14, 15 and 16

As Follows:

For park and playground purposes and further conditions as set forth on said document.

19. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. [20010912900005](#).

20. The terms and provisions contained in the document entitled "City of Seattle Ordinance No. 121105"

Recorded: April 11, 2003

Recording No.: [20030411002790](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

PTN LOT 3 & 7, ALL LOTS 4-6, PTN LOTS 13-14 & ALL LOTS 15-17, BLOCK 7, KENWOOD DIV. 2,  
[VOL. 21, P. 28](#), KING COUNTY

APN: 383450-0635-08 and 383450-0720-04

Property Address: 12531 28th Avenue NE, Seattle, WA 98125

- D. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.
- E. Special taxes and charges for the year 2018, which have been paid.

Tax Account No.: 383450-0635-08  
Code Area: 0010  
Amount: \$ 4,834.07  
Assessed Land Value: \$ 0.00  
Assessed Improvement Value: \$ 0.00

Affects: Parcel A

- F. Special taxes and charges for the year 2018, which have been paid.

Tax Account No.: 383450-0720-04  
Code Area: 0010  
Amount: \$ 1,164.97  
Assessed Land Value: \$ 0.00  
Assessed Improvement Value: \$ 0.00

Affects: Parcel B

- G. Name and address of current taxpayer according to the King County Assessors record are:

Seattle City of DPR Property Management  
800 Maynard Ave S 3rd Fl  
Seattle, WA 98134

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Affects: Parcel A

H. Name and address of current taxpayer according to the King County Assessors record are:

Seattle City of FAS  
700 5th Ave Ste 5200 PO Box 94689  
Seattle, WA 98124

Affects: Parcel B

I. The vestee(s) herein acquired title by instrument(s) recorded under Recording Number(s) [4947032](#), [5741083](#) and [20011002001571](#).

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**First American**

ISSUED BY

**First American Title Insurance Company**

File No: 4209-2913177

# Exhibit A

File No.: 4209-2913177

City of Seattle, a municipal corporation

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

THE SOUTH 30 FEET OF LOT 3 AND ALL OF LOTS 4 AND 5; THE WEST HALF OF LOT 13 AND ALL OF LOTS 14, 15, 16 AND 17, BLOCK 7, KENWOOD DIVISION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 21 OF PLATS, PAGE 28](#), IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 14 AND THE POINT OF BEGINNING;  
THENCE NORTHERLY ON THE EASTERLY LINE THEREOF 44 FEET;  
THENCE WESTERLY ON A LINE PERPENDICULAR TO SAID EASTERLY LINE 40 FEET;  
THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY LINE 43.39 FEET TO THE SOUTHERLY LINE OF SAID LOT 14;  
THENCE EASTERLY ON SAID SOUTHERLY LINE 40 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

LOT 6, BLOCK 7, KENWOOD DIVISION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 21 OF PLATS, PAGE 28](#), IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF LOT 7, BLOCK 7, OF SAID PLAT, LYING NORTHERSLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 7;  
THENCE OUTERLY OF THE EASTERLY LINE OF SAID LOT 7, 4.42 FEET TO THE EASTERLY TERMINUS OF SAID DESCRIBED LINE;  
THENCE WESTERLY PERPENDICULAR TO THE EASTERLY LINE OF SAID LOT 7 TO A POINT ON THE WESTERLY LINE OF SAID LOT 7 AND WESTERLY TERMINUS OF SAID DESCRIBED LINE, SAID WESTERLY TERMINUS LYING 6.54 FEET SOUTHERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 7.

383450-0635-08 and 383450-0720-04

12531 28th Avenue NE  
Seattle, Washington 98125

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# First American Title Insurance Company

## COURTESY NOTIFICATION

File No.: 4209-2913177

Date: 11/06/2018

Property: **12531 28th Avenue NE and 12538 27th Avenue NE, Seattle, WA 98125**

Thank you for choosing First American Title for your transaction. The information set forth below is a courtesy summary of certain exceptions that may need special attention. **This document does not replace or alter the [preliminary report] [commitment] issued under the above referenced file number, and you should carefully review that document for all particulars.**

1. We note matters shown on Survey and/or Inspection as noted on the Commitment as Exception No. .
2. Exemption as disclosed on said Commitment as Exception No. 2, 4, 5, 7

The following items must be submitted for review prior to your closing:

NONE AT THIS TIME

If you have any questions please call the title team at: (206) 728-0400 or email [TitleKingWa@firstam.com](mailto:TitleKingWa@firstam.com).

Thank you,

King County Title Team

***DISCLAIMER: THE INFORMATION CONTAINED IN THIS COURTESY ALERT IS SUPPLIED ONLY TO CALL ATTENTION TO PARTICULAR MATTERS SET OUT IN A COMMITMENT OR PRELIMINARY REPORT AND IS NOT INTENDED TO SUPPLEMENT OR ALTER THAT DOCUMENT. THIS COURTESY ALERT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. REFERENCE SHOULD BE MADE TO THE ACTUAL COMMITMENT OR PRELIMINARY REPORT FOR ALL PURPOSES CONCERNING THE TRANSACTION. FIRST AMERICAN ACCEPTS NO LIABILITY FOR THE INFORMATION CONTAINED HEREIN.***





**First American**

**First American Title Insurance Company**

920 5th Avenue, Suite 1250  
Seattle, WA 98104  
Phn - (206)728-0400 (800)826-7718  
Fax -

**TITLE COMPANY INFORMATION:**

Escrow Officer/Closer:

First American Title Insurance Company

Phone: - Fax:

**Metro Area Title Team**

920 5th Avenue, Suite 1250, Seattle, WA 98104

Fax No. (866) 904-2177

Fax No. (866) 561-3729

**EMAIL: TITLEKINGWA@firstam.com**

Pat Fullerton  
(206) 615-3055

Kelly Cornwall  
(206) 336-0725

Jennifer Salas  
(206) 615-3011

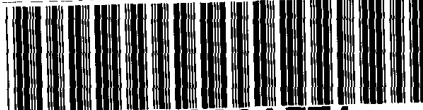
Curtis Goodman  
(206) 615-3069

Amy Garza  
(253) 200-3089

**FILE INFORMATION:**

File No.: 4209-2913177

Property Address: 12531 28th Avenue NE, Seattle, WA 98125



20011002001571

TRANSACTION TITLE INSURANCE COMPANY  
PAGE 001 OF 001  
10/02/2001 13:52  
KING COUNTY, WA

E1845155

10/02/2001 13:51  
KING COUNTY, WA  
TAX \$2.00  
SALE \$275,000.00

PAGE 001 OF 001

Name: The City of Seattle  
Address: 618 Second Avenue, 14th Floor  
City, State, Zip: Seattle, Washington 98121

668669sp / 1870881  
Reference# (If applicable)  
Grantor(s) (1) De Austria Paul (2) Tugadi Hazel I  
Grantee(s) (1) The City of Seattle (2)  
Addit Grantor(s) on pg Addit Grantee(s) on pg  
Legal Description(abbr )  
Addit legal(s) on pg  
Assessor's Tax Parcel ID# Acct #383450-0720-04

1/8

STATUTORY WARRANTY DEED

THE GRANTOR Paul De Austria and Hazel I. Tugadi, husband and wife, for and in consideration of TEN AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation, the following described real estate, situated in the County of King, State of Washington

LOT 17 IN BLOCK 7 OF KENWOOD DIVISION NO. 2, AS PER PLAT RECORDED IN VOLUME 21 OF PLATS, PAGE 28, RECORDS OF KING COUNTY;

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

Dated: October 1, 2001

Paul De Austria  
Paul De Austria

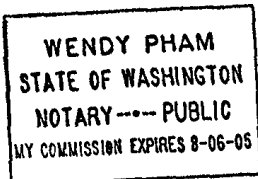
Hazel I. Tugadi  
Hazel I Tugadi

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING )

On this day personally appeared before me Paul De Austria and Hazel I. Tugadi to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 1st day of October, 2001

Wendy Pham  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My appointment expires 8/6/05



2001 100 2001571

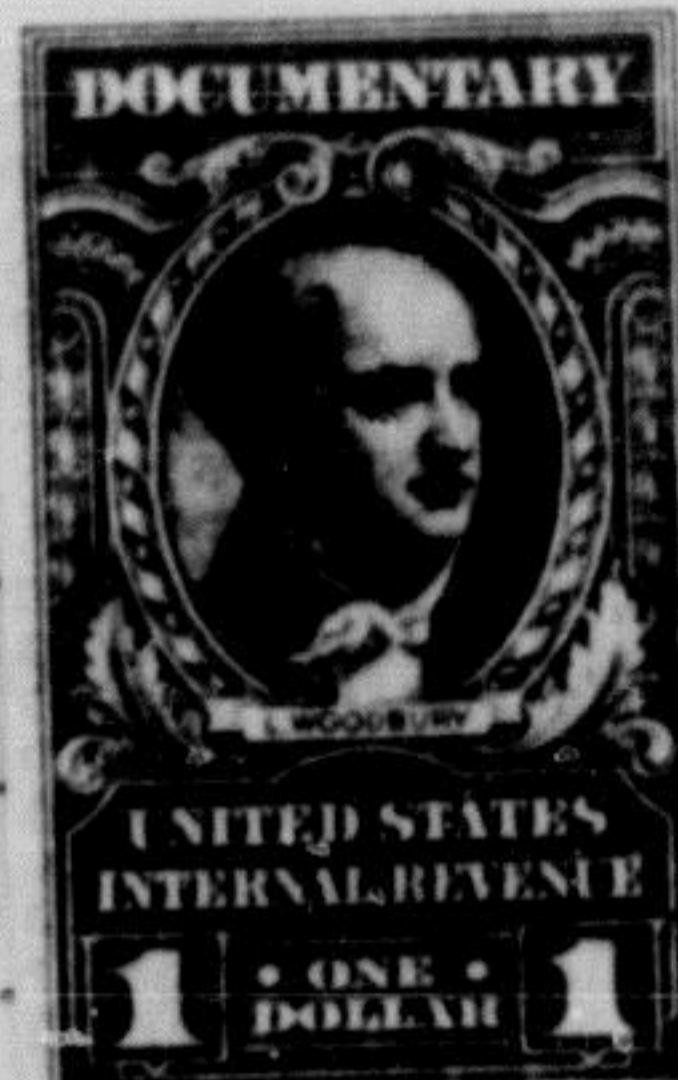
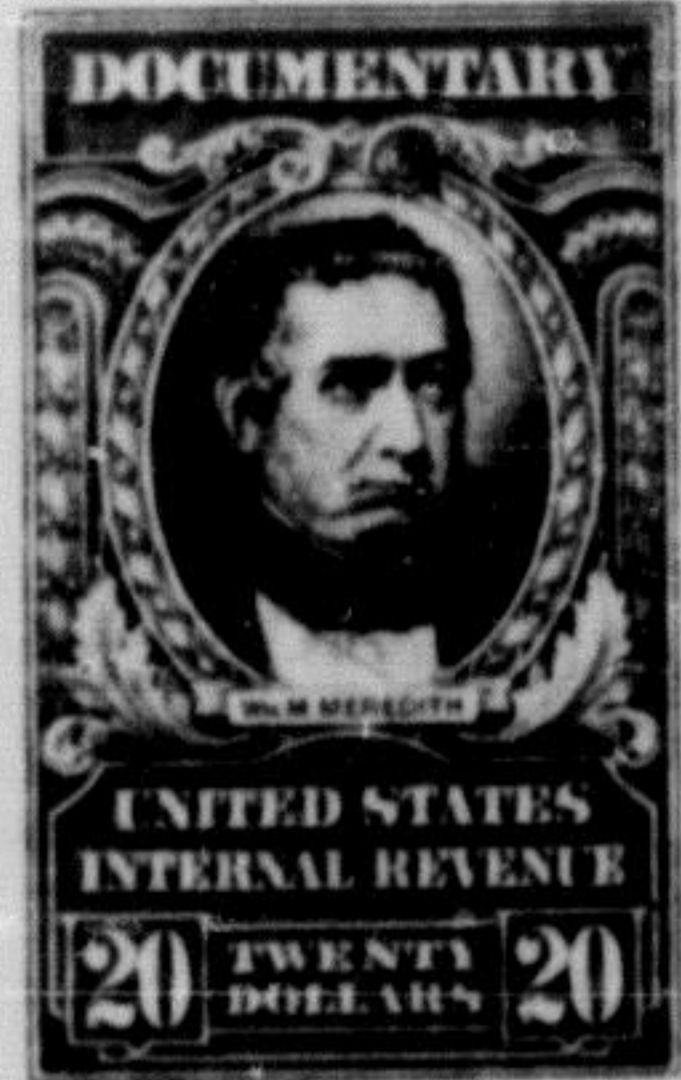


4947032

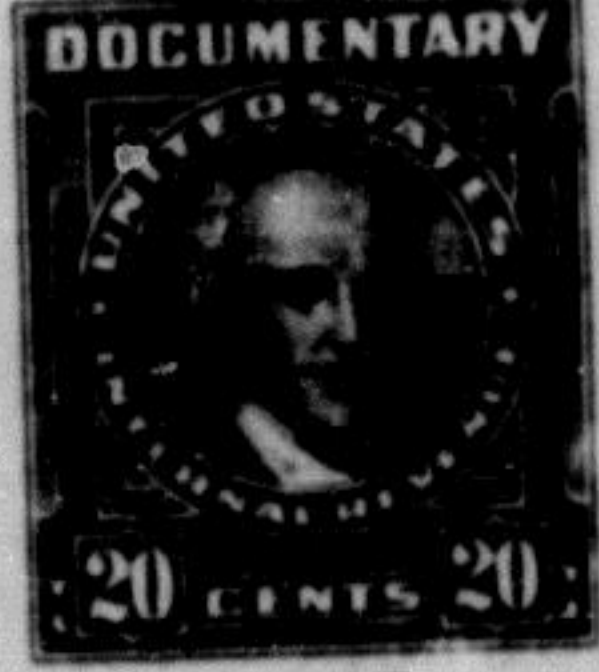
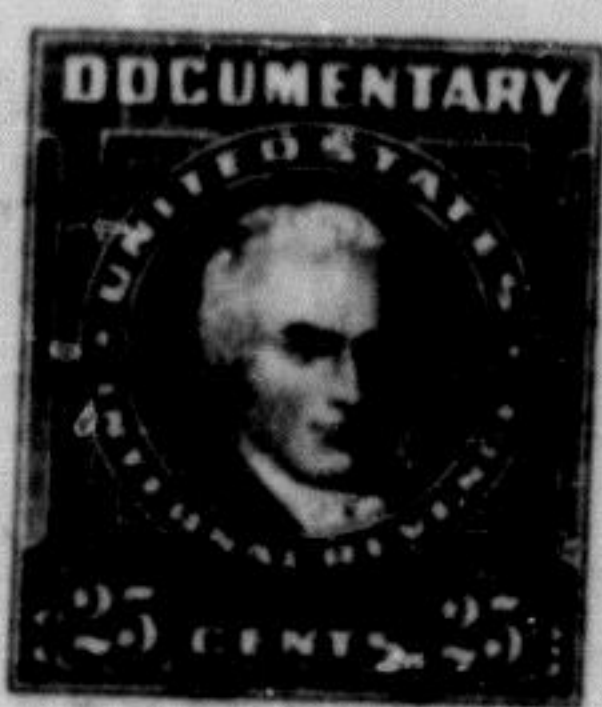
THE GRANTOR, SEATTLE SCHOOL DISTRICT NO. 1, a municipal Corporation duly organized and existing under and by virtue of the laws of the State of Washington and duly authorized to do business in the State of Washington, for and in consideration of Nineteen Thousand, Five Hundred and no/100 (\$12,500.00) DOLLARS in hand paid, convey and quit-claim to THE CITY OF SEATTLE, a municipal corporation, all interest in the following described Real Estate:

Lots 6 to 10, inclusive, Block 7, Plat of Kenwood, Division Two, as recorded in Volume 21 of Plats, page 28, Records of King County, Washington.

DESCRIPTION & TITLE APPROVED  
 R. W. MORSE, City Engineer  
 By *K. M. Louthan*  
 Date *SEPT 8, 1958*



21.45



Situated in the County of King, State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be subscribed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

SEATTLE SCHOOL DISTRICT NO. 1  
 By *Henry B. Owen*  
 Its President.

Attest:  
 By *Frank M. Block*  
 Its Secretary.

State of Washington, }  
 County of King } ss.

On this *15th* day of *Sept* A. D. 19 *58*  
 before me personally appeared *Mrs Henry B. Owen and Frank M. Block*

*President and Secretary of Seattle School Dist # 1* to me known to be the  
 of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Meritt S. Clark*  
 Notary Public in and for the State of Washington,  
 residing at *Seattle, Washington*

SEP 24 1958



5741083

QUIT CLAIM DEED

The Grantor, THE LIONS CLUB of LAKE CITY, INC., a corporation, for and in consideration of valuable consideration, conveys and quit claims to THE CITY OF SEATTLE for park and playground purposes, the following described real estate, situated in the County of King, State of Washington:

The S. 30 feet of Lot 3 and all of Lots 4 and 5; the W. half of Lot 13, and all of Lots 14, 15 and 16, Block 7, Kenwood Division Two, according to plat recorded in Vol. 21 of Plats, page 28, Records of the Auditor's office of King County, State of Washington.

11250

As further consideration for this conveyance said City of Seattle, grantee, covenants and agrees that it will make certain additions and alterations to the existing structure on said property for use as a public recreation center and that it will at its own expense pay all the costs of such improvement estimated to be \$50,000 but not to exceed such amount. Said improvements to be performed by it within a period of two (2) years from the date of this deed.

This grant is subject to the condition that shall the land hereby conveyed ceased to be used for purposes of public parks and playgrounds, or if, said grantee should fail to perform the covenants set forth herein, then said land shall revert to said grantor, as trustee, its successors and assigns.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 14 day of APRIL, 1964.

THE LIONS CLUB OF LAKE CITY, INC.

By Frank Durkin  
President

By Don Atkells  
Secretary  
PRESIDENT

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 14 day of April, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly

MAY 27 1964



**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of King, State of Washington, described as follows:

**PARCEL A:**

**THE SOUTH 30 FEET OF LOT 3 AND ALL OF LOTS 4 AND 5; THE WEST HALF OF LOT 13 AND ALL OF LOTS 14, 15, 16 AND 17, BLOCK 7, KENWOOD DIVISION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 28, IN KING COUNTY, WASHINGTON;**

**EXCEPT THAT PORTION OF LOT 14 DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 14 AND THE POINT OF BEGINNING;  
THENCE NORTHERLY ON THE EASTERLY LINE THEREOF 44 FEET;  
THENCE WESTERLY ON A LINE PERPENDICULAR TO SAID EASTERLY LINE 40 FEET;  
THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EASTERLY LINE 43.39 FEET TO THE SOUTHERLY LINE OF SAID LOT 14;  
THENCE EASTERLY ON SAID SOUTHERLY LINE 40 FEET TO THE POINT OF BEGINNING.**

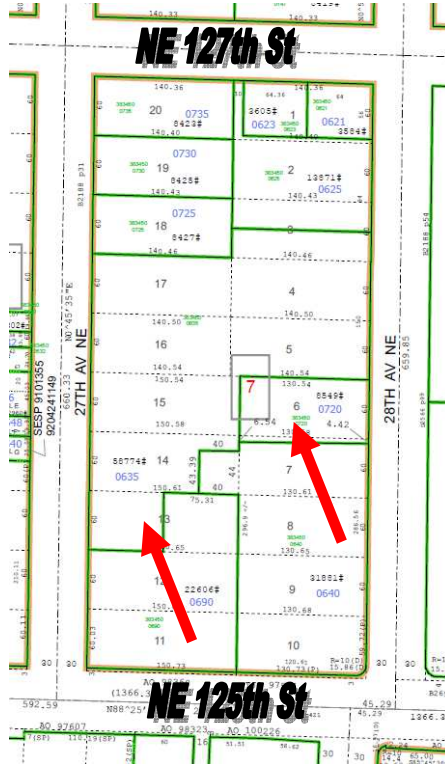
**PARCEL B:**

**LOT 6, BLOCK 7, KENWOOD DIVISION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMBER 21 OF PLATS, PAGE 28, IN KING COUNTY, WASHIGTON;**

**TOGETHER WITH THAT PORTION OF LOT 7, BLOCK 7, OF SAID PLAT, LYING NORTHERSLY OF THE FOLLOWING DESCRIBED LINE:**

**COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 7;  
THENCE OUTHERLY OF THE EASTERLY LINE OF SAID LOT 7, 4.42 FEET TO THE EASTERLY TERMINUS OF SAID DESCRIBED LINE;  
THENCE WESTERLY PERPENDICULAR TO THE EASTERLY LINE OF SAID LOT 7 TO A POINT ON THE WESTERLY LINE OF SAID LOT 7 AND WESTERLY TERMIUS OF SAID DESCRIBED LINE, SAID WESTERLY TERMINUS LYING 6.54 FEET SOUTHERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 7.**

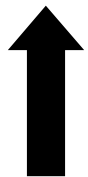
Tax Parcel ID No. 383450-0635-08 and 383450-0720-04



N

Order No. **2913177**

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.





**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

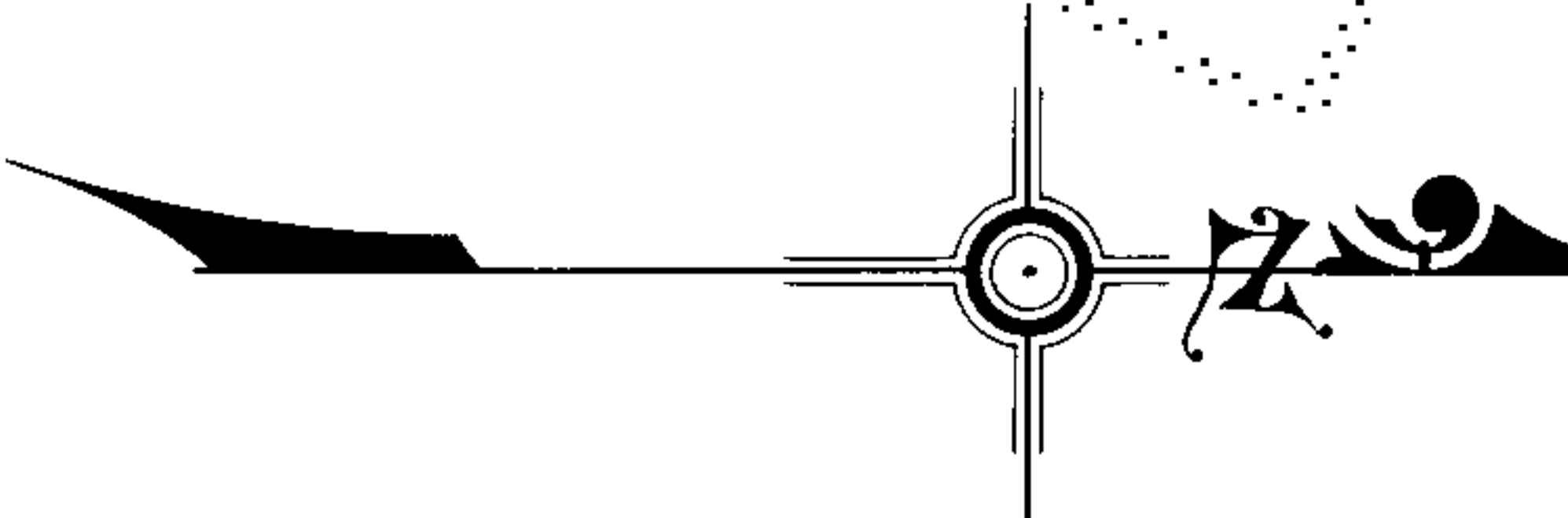
**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



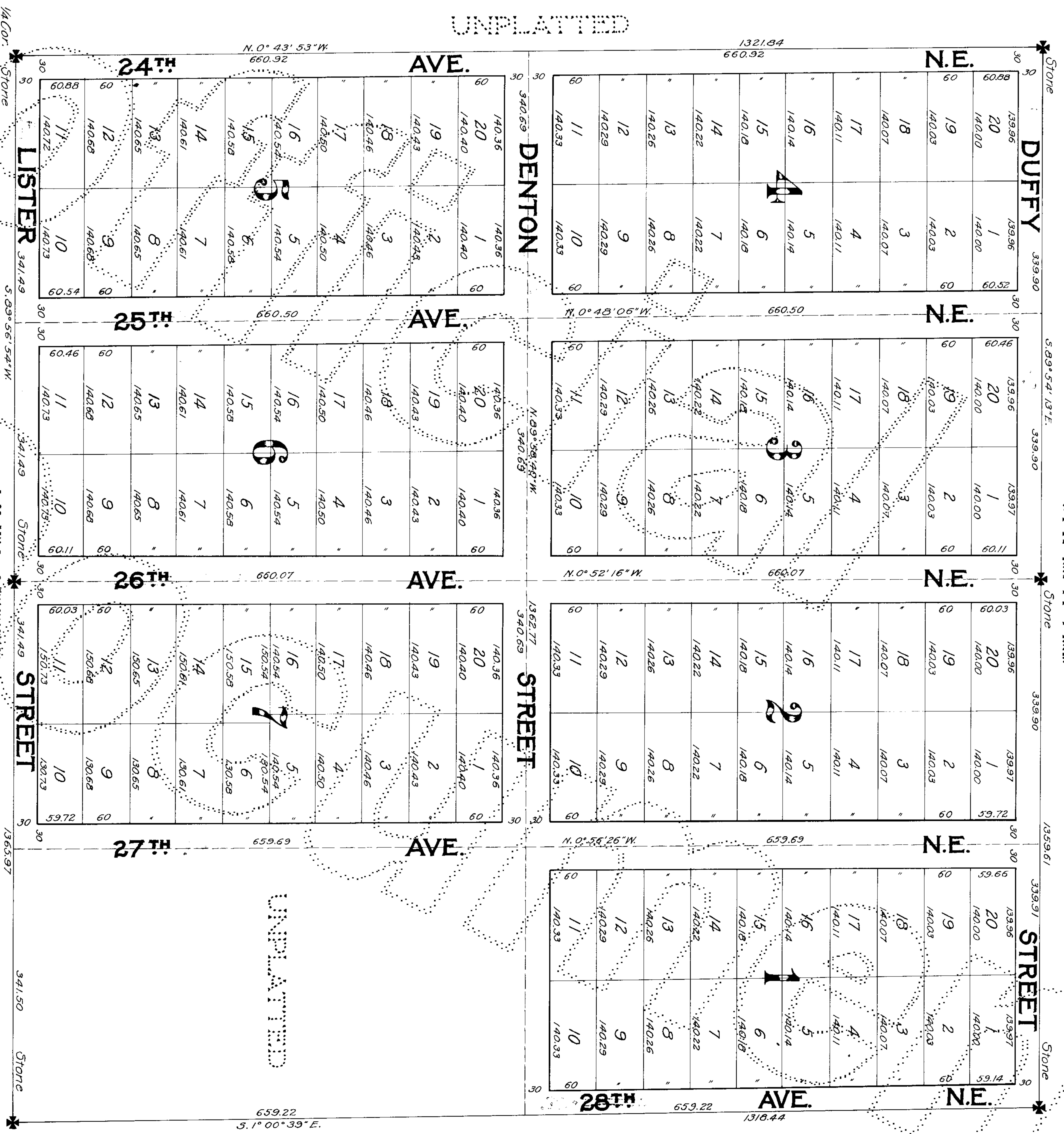
# KENWOOD DIVISION TWO

UNPLATTED

Retze, Storey & Duffy, Inc. - Engineers



Scale: 1" = 100'



## DESCRIPTION

This plat of Kenwood, Division Two, embraces all of the S.W. 1/4 of the S.E. 1/4 of Section 21, Twp. 26N., R. 4E., W.M., except the E. 1/2 of the S.W. 1/4 thereof. The initial point of this plat is the stone monument set as the S. 1/4 Cor. of Sec. 21.

We hereby certify that this plat of Kenwood, Division Two, is based upon a recent survey and subdivision of Dec. 21, 1913, by R. A. Denton, that the distances and courses shown hereon are correct, that the monuments have been set and lot and block corners staked on the ground.

Chester N. Reitze  
Retze, Storey & Duffy, Inc.

## DEDICATION

Know all men by these presents: That the Cascade Power and Traction Company, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, sole owners in fee simple of the hereinafter described land in King County, Washington, in accordance with a resolution passed at a regular meeting of its Board of Trustees Aug. 19 A. D. 1913 has caused this plat of land to be made, does hereby declare it to be Kenwood, Division Two, and donates and dedicates to the use of the public for ever all streets and avenues shown hereon.

In witness whereof, the Cascade Power and Traction Company has executed these presents by its duly authorized officers:

The Cascade Power & Traction Company  
by Clyde C. Chittenden President  
by Ralph G. Chittenden Secretary

## ACKNOWLEDGMENT

State of Washington) s.s. This is to certify that on this 4th day of Sept. A. D. 1913, before me, the undersigned, a Notary Public in and for the State of Washington, duly qualified commission expiring and sworn, personally appeared C. C. Chittenden and R. G. Chittenden, to me known to be President and Secretary, respectively of the Cascade Power & Traction Company, the corporation that executed the foregoing dedication, and acknowledged the same to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed, and on each stated that they were authorized to execute the said instrument and that the seal affixed is the official seal of said Corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Carl Ericson  
Notary Public and for the State of Washington.

Approved by resolution of the Board of County Commissioners September 16<sup>th</sup> 1913.

David McHenry  
Chairman, Board of County Commissioners

Attest Byron Phelps  
County Auditor and ex-officio clerk of the Board of County Commissioners

by N. M. Wardall  
Deputy

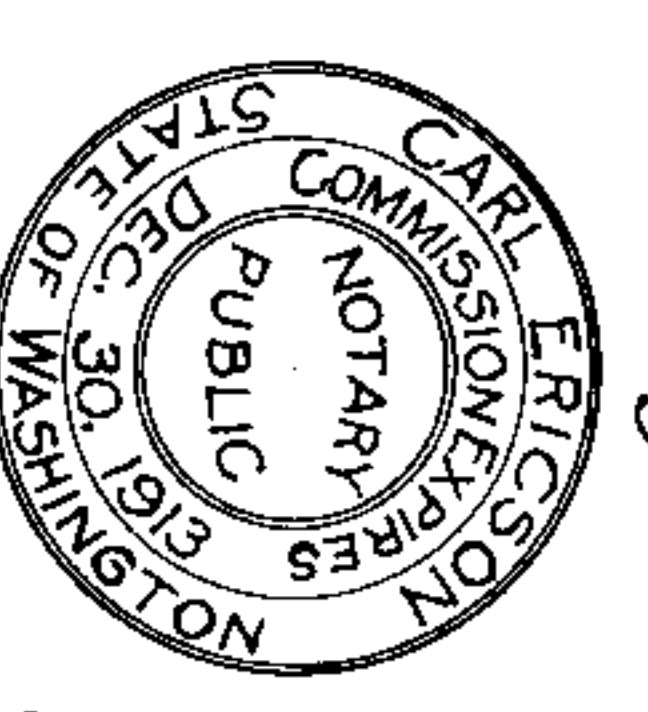
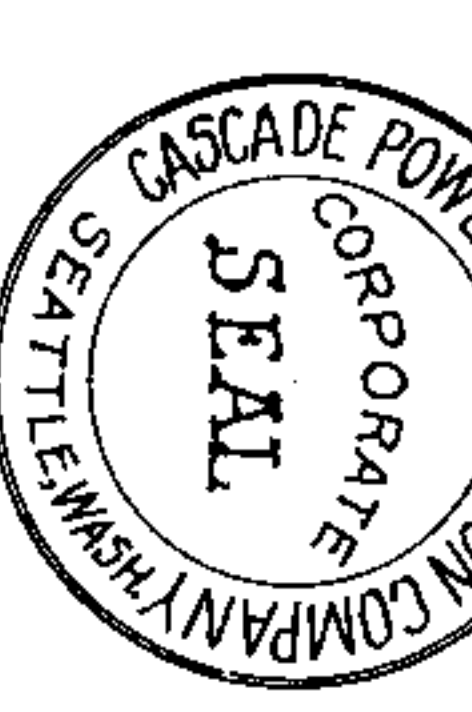
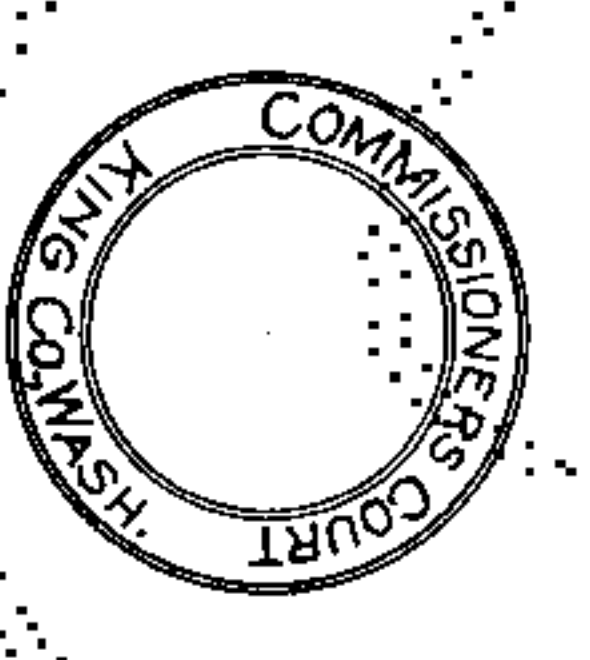
Filed for record at the request of C. C. Chittenden at 20 minutes past 3 o'clock P. M. Sep. 16 - 1913 and recorded in Vol. 21 page 28 Records of King County

by Byron Phelps  
County Auditor

Examined and approved this 16 day of Sept. A. D. 1913.

by F. W. Allen  
Deputy

Arthur P. Denton  
County Engineer





WASHINGTON  
TITLE INSURANCE  
COMPANY

3376154

Form L-3

Statutory Warranty Deed

THE GRANTORS AL AITKINS and MARY AITKINS, his wife; and GEO. HATCHER and SELMA M. HATCHER, his wife,

for and in consideration of FIVE HUNDRED Dollars (\$500.00), in hand paid, conveys and warrants to KING COUNTY, WASHINGTON, for Park and Recreation purposes,

the following described real estate, situate in the County of King State of Washington:

(South 30 feet) <sup>at 12 m. 2</sup>  
The South one-half (1/2) of Lot Three (3) and all of Lots Four (4) and Five (5), Block Seven (7) Kenwood Div. No. 2, according to Plat thereof, recorded in Volume 21, page 28, records of King County.



Dated this 27<sup>th</sup> day of March, A. D. 1944

Al Aitkins (Seal)  
Mary Aitkins (Seal)

Geo. Hatcher (Seal)

Selma M. Hatcher (Seal)

STATE OF WASHINGTON,

County of KING

On this day personally appeared before me Al Aitkins, Mary Aitkins, Geo. Hatcher and Selma M. Hatcher, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



my hand and official seal this 27<sup>th</sup> day of March, 1944.

William J. Langford  
Notary Public in and for the State of Washington,  
residing at Seattle.

Filed for Record Mar. 28, 1944 - 2:11 PM  
Request of King Co. Pl. Dist # 3  
ROBERT A. MORRIS, County Auditor



WASHINGTON  
TITLE INSURANCE  
COMPANY

3418299

Form L-1

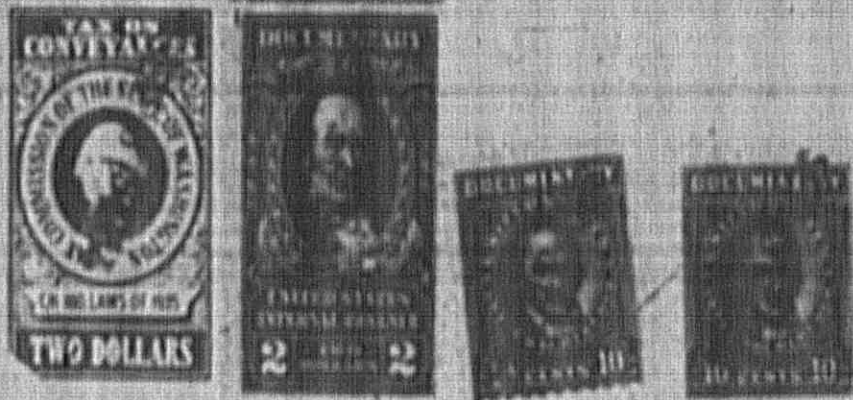
Statutory Warranty Deed

THE GRANTORS

AL AITKINS and *Mary* AITKINS, his wife, and  
GEORGE HATCHER and *Theima* HATCHER, his wife,  
for and in consideration of Ten and no/100ths  
(\$ 10.00), in hand paid, conveys and warrants to the \_\_\_\_\_ Dollars  
County of King, a municipal corporation, for park and recreation purposes,

the following described real estate, situate in the County of King State of  
Washington:

West half of Lot Thirteen (13) and all of Lots Fourteen  
(14), Fifteen (15), and Sixteen (16), in Block Seven (7), Kenwood,  
Division Two, according to plat recorded in Volume 21 of Plats,  
at page 23 records of Auditor's office of King County, State of  
Washington.



Dated this 20th day of September, A. D. 19 44.

*Al Aitkins* (Seal)  
*Mary Aitkins*  
*Geo. S. Hatcher* (Seal)  
*Theima M. Hatcher*

STATE OF WASHINGTON,

County of King

On this day personally appeared before me Al Aitkins and Mary Aitkins, his wife,  
and George Hatcher and Theima Hatcher, his wife,  
to me known to be the individuals described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of September, 1944.



*William A. Shanley*  
Notary Public in and for the State of Washington,  
residing at Seattle.



D Nov 12 53  
Nov 6 53 \$1.

No. 35178

A. A. Tremper, as Co Treas of kow  
to Lake City Lions Club

That wheras on Aug 6 53 a petition--sm frm as 2960712--

The S 30 ft of lot 3; all of lots 4 and 5; the W 1/2 of lot  
13; and all of lots 14, 15 and 16 all in blk 7 Kenwood  
Div No. 2, 21 plats pg 28 kow

with provision tht sm be used solely for park and recreatio-  
nal purposes

--Sep 28 53--10:00 A.M.--Sep 28 53--\$1.--Treas--Nov 2 53--  
10:00 A.M.--Treas--Nov 2 53--10:00 A.M.--sp--\$1.--sp--  
Now thrfore--fp--\$1sp--

The S 30 ft of lot 3 all of lots 4 and 5, the W 1/2 of lot 13,  
and all of lots 14, 15 and 16 all in blk 7 Kenwood Div No.  
2, 21 plats pg 28 kow -- with provision tht sm be used sole-  
ly for park and recreational purposes.

ken ok

ML sp Harry Harsher, Secy 2424 S 137th S, wn

fb

4396154



5741083

QUIT CLAIM DEED

The Grantor, THE LIONS CLUB of LAKE CITY, INC., a corporation, for and in consideration of valuable consideration, conveys and quit claims to THE CITY OF SEATTLE for park and playground purposes, the following described real estate, situated in the County of King, State of Washington:

The S. 30 feet of Lot 3 and all of Lots 4 and 5; the W. half of Lot 13, and all of Lots 14, 15 and 16, Block 7, Kenwood Division Two, according to plat recorded in Vol. 21 of Plats, page 28, Records of the Auditor's office of King County, State of Washington.

11250

As further consideration for this conveyance said City of Seattle, grantee, covenants and agrees that it will make certain additions and alterations to the existing structure on said property for use as a public recreation center and that it will at its own expense pay all the costs of such improvement estimated to be \$50,000 but not to exceed such amount. Said improvements to be performed by it within a period of two (2) years from the date of this deed.

This grant is subject to the condition that shall the land hereby conveyed ceased to be used for purposes of public parks and playgrounds, or if, said grantee should fail to perform the covenants set forth herein, then said land shall revert to said grantor, as trustee, its successors and assigns.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 14 day of APRIL, 1964.

THE LIONS CLUB OF LAKE CITY, INC.  
By Frank Durkin President  
By Don Atkells Secretary  
PRESIDENT

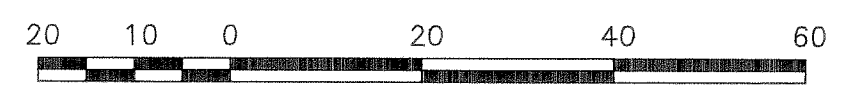
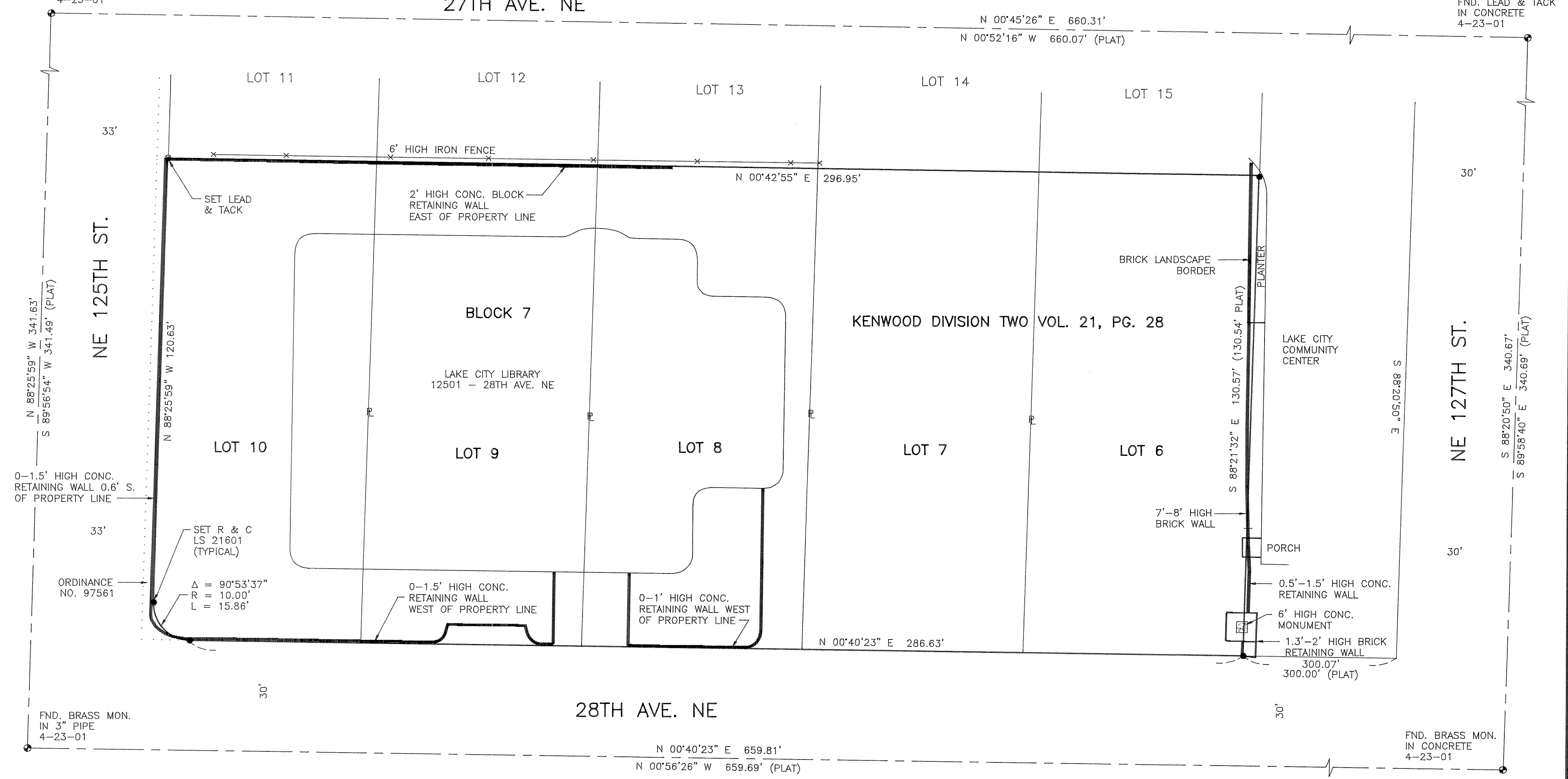
STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 14 day of April, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly

MAY 27 1964



SOUTHWEST 1/4, SOUTHEAST 1/4, SECTION 21, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.  
KING COUNTY, WASHINGTON



SCALE: 1" = 20'  
BASIS OF BEARING:

WASHINGTON COORDINATE SYSTEM OF 1983/91, NORTH ZONE

**SURVEYOR'S CERTIFICATE**  
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the survey recording act at the request of  
SEATTLE PUBLIC LIBRARY  
in AUGUST, 2001  
*Timothy W. Wickham*  
TIMOTHY W. WICKHAM  
Certificate No. 21601

**LEGAL DESCRIPTION**  
LOTS 6 TO 10, INCLUSIVE, BLOCK 7, PLAT OF KENWOOD, DIVISION TWO, AS RECORDED IN VOLUME 21 OF PLATS, PAGE 28, RECORDS OF KING COUNTY, WASHINGTON.  
EXCEPT THAT PORTION OF LOT 10, BLOCK 7 OF SAID PLAT OF KENWOOD AS DESCRIBED IN CITY OF SEATTLE ORDINANCE NO. 97561.

**EQUIPMENT USED**

EQUIPMENT UTILIZED FOR THIS SURVEY  
SOKKIA 4100 (TOTAL STATION)

**TECHNICAL DATA**

THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN WAC 332-130-090, FIELD TRAVERSE METHOD.

**NOTE**

THIS SURVEY DOES NOT PURPORT TO SHOW ANY EASEMENTS EXCEPT THOSE AS SHOWN.



**RECORDER'S CERTIFICATE**  
RECORDING NO. 20010912900005  
Filed for record this 12 day of Sept, 2001  
at 10:44 Am In book 147 of Survey at page 158  
at the request of Timothy W. Wickham  
*Bob Bruce* Mgr.  
*Walt Washington* Supt. of Records

**RECORD OF SURVEY**  
FOR  
**SEATTLE PUBLIC LIBRARY**

ACAD DRAWING NO. 1680 Lake City ROS-20

INDEXING DATA: SW 1/4, SE 1/4, S. 21, T. 26 N., R. 4 E., W.M.

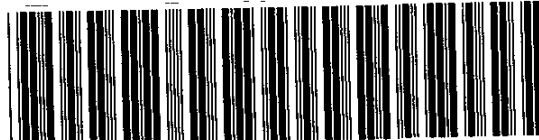
<b>EARTH TECH</b>		
10800 N.E. 8th St. 7th Floor Bellevue, WA 98004 425 455-9494		720 S. 333 St. Ste.200 Federal Way, WA 98003 253 838-6202
DRAWN BY L. HENRY	DATE AUG. 2001	JOB NO. 1680
CHECKED BY T. WICKHAM	SCALE 1" = 20'	SHEET 1 OF 1

**Return Address:**

Seattle City Clerk's Office

600 4th Avenue, Room 104

Seattle, WA 98104



**20030411002790**

SEATTLE CITY C CORD 23 00  
PAGE 001 OF 005  
04/11/2003 15:23  
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65 04)

<b>Document Title(s)</b> (or transaction contained therein) (all areas applicable to your document <u>must</u> be filled in)  1 ORDINANCE #121105
<b>Re -</b> _____ of document AN ORDINANCE relating to historic preservation, imposing controls upon the Lake City Library, a Landmark designated by the Landmarks Preservation Board under Chapter 25 12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25 32 of the Seattle Municipal Code
<b>Grantor(s)</b> (Last name first, then first name and initials) 1 City of Seattle <input type="checkbox"/> Additional names on page----- of document
<b>Grantee(s)</b> (Last name first, then first name and initials) 1 N/A 2
<b>Legal description</b> (abbreviated i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional reference #'s on page -----of document N/A
<b>Assessor's Property Tax Parcel/Account Number/</b> N/A  <input type="checkbox"/> Assessor Tax # not yet assigned

ORDINANCE 121105

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AN ORDINANCE relating to historic preservation, imposing controls upon the Lake City Library, a Landmark designated by the Landmarks Preservation Board under Chapter 25 12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25 32 of the Seattle Municipal Code

WHEREAS, the Landmarks Ordinance, Chapter 25 12 of the Seattle Municipal Code (SMC), establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, engineering or geographic importance, and

WHEREAS, the Landmarks Preservation Board, after a public meeting on April 18, 2001, voted to approve the nomination of the Lake City Library at 12501 28<sup>th</sup> Avenue NE, in Seattle as a Landmark under SMC Chapter 25 12, and

WHEREAS, after a public meeting on June 6, 2001, the Board voted to approve the designation of the Lake City Library and the site as a Landmark under SMC Chapter 25 12, and

WHEREAS, on February 6, 2002, the Board and the owners of the designated property agreed to controls and incentives, and

WHEREAS, the Board recommends to the City Council approval of controls and incentives,  
NOW, THEREFORE,

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

Section 1 DESIGNATION The designation by the Landmarks Preservation Board of the Lake City Library, and its site, described as

**Kenwood Division No. 2, Block 7, Lots 6, 7, 8, 9 and 10**

as a Landmark based upon satisfaction of the following standards of SMC Section 25 12 350



- 1 D It embodies the distinctive visible characteristics of an architectural style, or period, or  
2 of a method of construction,  
3 E It is an outstanding work of a designer of builder,  
4 is hereby acknowledged

5  
6 Section 2 CONTROLS The following controls are hereby imposed on the features and  
7 characteristics of the Lake City Library and its site that were designated by the Board for  
8 preservation

9  
10 A CERTIFICATE OF APPROVAL PROCESS

11 1 A Certificate of Approval, issued by the City of Seattle's Landmarks Preservation Board  
12 pursuant to Seattle Municipal Code, 25 12, must be obtained, or the time for denying a  
13 Certificate of Approval application must have expired, before the owner may make  
14 alterations or significant changes to

15 **The site, the exterior of the building, and the interior of the building excluding floor  
16 coverings, movable furniture and book stacks**

17 2 A Certificate of Approval is not required for the following

18 a Any in-kind maintenance or repairs of the features listed in subsection 1, and

19 b The removal of existing partition walls of the staff/support area that existed prior to  
20 February 6, 2002

21  
22 B ADMINISTRATIVE REVIEW

23 1 Administrative review and approval may be provided for the items listed in subsection 3  
24 according to the following procedures The Owner shall submit to the City Historic  
25 Preservation Officer (CHPO) a written request for these alterations, including applicable  
26 drawings and/or specifications If the CHPO, upon examination of submitted plans and  
27 specifications, determines that such alterations are consistent with the purposes of SMC

28





1 25 12 the alterations shall be approved without the need for any further action by the  
2 Board If the CHPO disapproves such alterations, the Owner may submit revised  
3 materials to the CHPO, or submit in accordance with the Certificate of Approval process  
set forth in SMC 25 12

4 2 The CHPO shall submit his or her written decision on the Owner's submittal to the  
5 Owner Failure of the CHPO to approve or disapprove the request shall constitute  
6 approval of the request

7 3 Administrative review is available for the following

8 *For the designated areas of the buildings, the addition or elimination of duct conduits,*  
9 *HVAC vents, grilles, fire escapes, pipes, wiring and conduits for computers/technology,*  
10 *and other similar wiring or mechanical elements necessary for the normal operation of*  
11 *buildings*

12 Section 3 INCENTIVES

13 3 Seattle Municipal Code Title 23 provides for authorization of uses in a designated  
14 Landmark that are not normally permitted in a particular zoning classification by means  
15 of an administrative conditional use

16 4 Building and Energy Code exceptions on an application basis

17 5 The availability of the Historic Preservation Special Tax Valuation (Chapter 84 26 RCW)  
18 to all Seattle landmarks subject to controls imposed by designation ordinance, on an  
19 application basis

20 21 Section 4 Enforcement of this Ordinance and penalties for its violation shall be as  
22 provided in SMC 25 12 910

23 24 Section 5 The Lake City Library and the site are hereby added to the Table of Historical  
25 Landmarks contained in SMC Chapter 25 32  
26

27  
28



I, JUDITH E. PIPPIN, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF *Ordinance 121105*

AS THE SAME APPEARS ON FILE AND OF RECORD IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE SEAL TO THE CITY OF SEATTLE, THIS *11th day of April, 2003*

JUDITH E. PIPPIN  
CITY CLERK

BY: *Margaret Carter*  
DEPUTY CLERK

Elizabeth Chave/jlb  
Lake City Library Ord3.doc  
January 16, 2003  
version #3

1 Section 6 The City Clerk is directed to record this ordinance with the King County  
2 Director of Records and Elections, deliver two copies to the City Historic Preservation Officer,  
3 and deliver one copy to the Director of the Department of Design, Construction and Land Use  
4

5 Section 7 This ordinance shall take effect and be in force thirty (30) days from and after  
6 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
7 after presentation, it shall take effect as provided by Municipal Code Section 1 04 020  
8

9 Passed by the City Council the *24<sup>th</sup>* day of *March*, 2003, and signed by me in open  
10 session in authentication of its passage this *24<sup>th</sup>* day of *March*, 2003

*Peter Steinbock*  
President \_\_\_\_\_ of the City Council

11  
12  
13 Approved by me this *1<sup>st</sup>* day of *April*, 2003

*Gregory J. Nickels*  
Gregory J. Nickels, Mayor

14  
15  
16 Filed by me this *1<sup>st</sup>* day of *April*, 2003

*Judith E. Pippin*  
City Clerk

17  
18  
19  
20 (Seal)

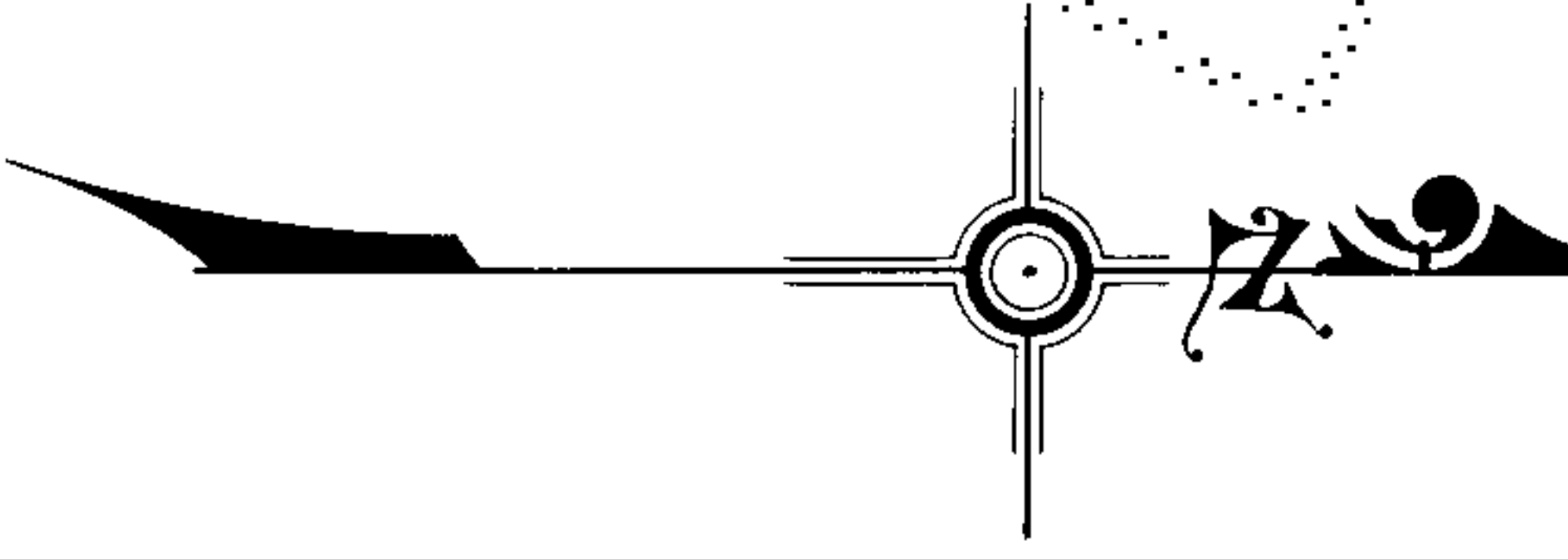




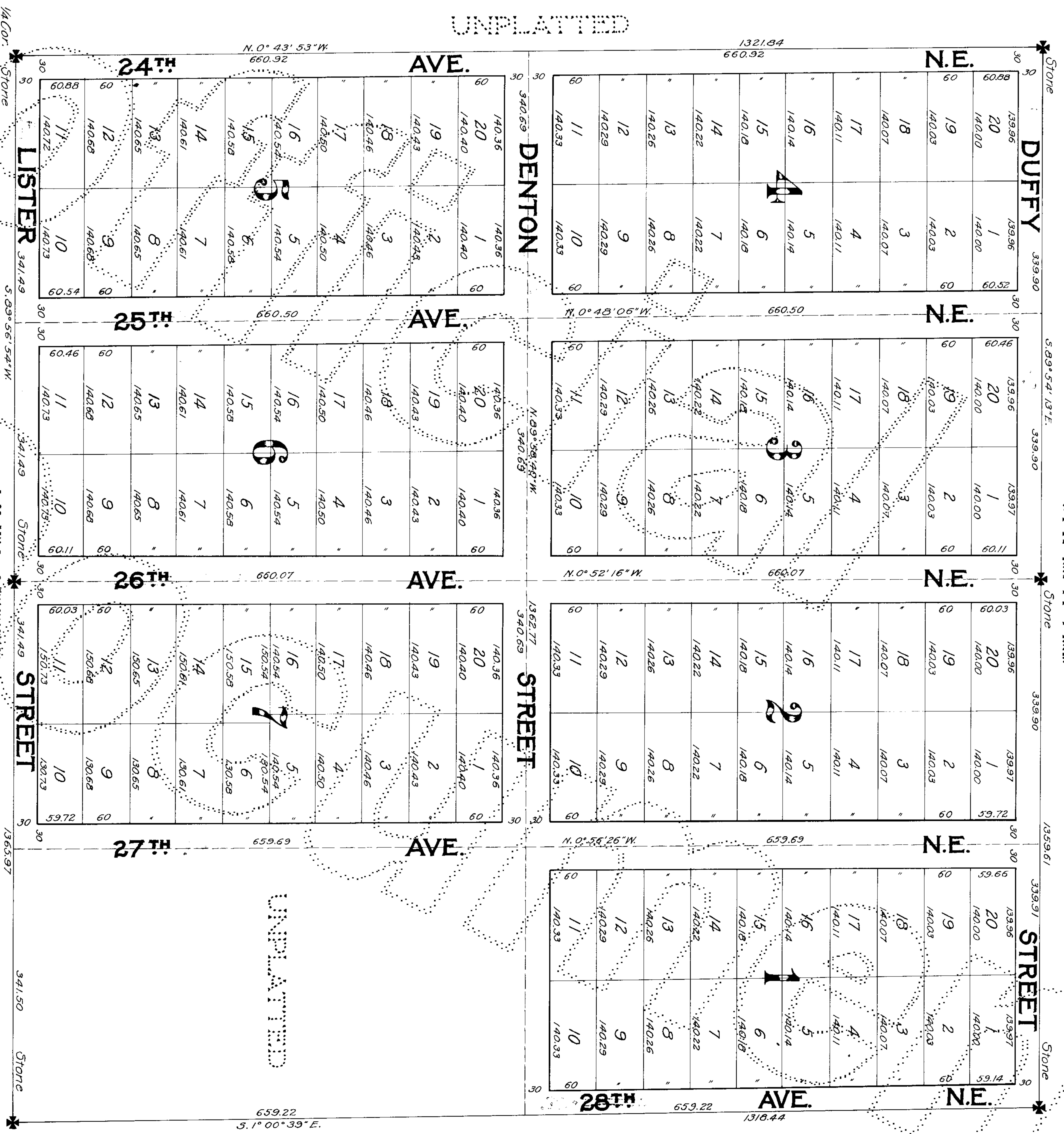
# KENWOOD DIVISION TWO

UNPLATTED

Retze, Storey & Duffy, Inc. - Engineers



Scale: 1" = 100'



## DESCRIPTION

This plat of Kenwood, Division Two, embraces all of the S.W. 1/4 of the S.E. 1/4 of Section 21, Twp. 26N., R. 4E., W.M., except the E. 1/2 of the S.E. 1/4 thereof. The initial point of this plat is the stone monument set as the S. 1/4 Cor. of Sec. 21.

We hereby certify that this plat of Kenwood, Division Two, is based upon a recent survey and subdivision of Dec. 21, 1913, by R. A. Denton, M.M., that the distances and courses shown hereon are correct, that the monuments have been set and lot and block corners staked on the ground.

Chester N. Reitze  
Retze, Storey & Duffy, Inc.

## DEDICATION

Know all men by these presents: That the Cascade Power and Traction Company, a corporation duly organized and existing under and by virtue of the laws of the State of Washington, sole owners in fee simple of the hereinafter described land in King County, Washington, in accordance with a resolution passed at a regular meeting of its Board of Trustees Aug. 19 A. D. 1913 has caused this plat of land to be made, does hereby declare it to be Kenwood, Division Two, and donates and dedicates to the use of the public for ever all streets and avenues shown hereon.

In witness whereof, the Cascade Power and Traction Company has executed these presents by its duly authorized officers:

The Cascade Power & Traction Company  
by Clyde C. Chittenden President  
by Ralph G. Chittenden Secretary

## ACKNOWLEDGMENT

State of Washington) s.s. This is to certify that on this 4th day of Sept. A. D. 1913, before me, the undersigned, a Notary Public in and for the State of Washington, duly qualified commission expiring and sworn, personally appeared C. C. Chittenden and R. G. Chittenden, to me known to be President and Secretary, respectively of the Cascade Power & Traction Company, the corporation that executed the foregoing dedication, and acknowledged the same to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed, and on each stated that they were authorized to execute the said instrument and that the seal affixed is the official seal of said Corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Carl Ericson  
Notary Public and for the State of Washington.

Approved by resolution of the Board of County Commissioners September 16<sup>th</sup> 1913

David McHenry  
Chairman, Board of County Commissioners

Attest Byron Phelps  
County Auditor and ex-officio clerk of the Board of County Commissioners

by N. M. Wardall  
Deputy

Filed for record at the request of C. C. Chittenden at 20 minutes past 3 o'clock P. M. Sep. 16 - 1913 and recorded in Vol. 21 page 28 Records of King County

by Byron Phelps  
County Auditor

Examined and approved this 16 day of Sept. A. D. 1913

by F. W. Allen  
Deputy

Arthur P. Denton  
County Engineer

