

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



## CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

**0042059-06**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)



ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial / Unit 6 Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5610 Email: CTISeaTitleUnit6@ctt.com	

**SCHEDULE A**

**ORDER NO. 0042059-06**

1. Effective Date: June 10, 2015 at 08:00 AM
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006
 

Proposed Insured:	TBD and TBD	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Rate:	Standard	
Total:		To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:
 

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 

The City of Seattle
5. The land referred to in this Commitment is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lot 2, Block 3, White's Rainier Beach Gardens, according to the plat thereof, recorded in Volume 13 of Plats, Page 38, in King County, Washington;  
Except the north 100 feet of the east 45 feet; and  
Except the north 120 feet of the west 45 feet; and

The south 98 feet of Lot 1, Block 4, White's Rainier Beach Gardens, according to the plat thereof, recorded in Volume 13 of Plats, Page 38, in King County, Washington;  
Except the north 40 feet of the west 45 feet thereof; and  
Except the south 48 feet of the west 36 feet thereof, and

Lot 2, Block 4, White's Rainier Beach Gardens, according to the plat thereof, recorded in Volume 13 of Plats, Page 38, in King County, Washington;  
Except the north 85 feet; and  
Except the south 40 feet of the north 140 feet; and  
Except the south 48 feet thereof.

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**SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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**SCHEDULE B**

(continued)

## SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Roadway and maintenance thereof  
 Recording Date: December 13, 1950  
 Recording No.: 4089593  
 Affects: Portion of said premises and other property

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Road  
 Recording Date: September 22, 1959  
 Recording No.: 5082674  
 Affects: Portion of said premises

3. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Seattle.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

4. Special Taxes for Surface Water Management and/or other special charges:  
 1st half delinquent May 1st, 2nd half delinquent November 1st:

Year: 2015  
 Tax Account Number: 936870-0111-08  
 Amount Billed: \$416.64  
 Amount Paid: \$416.64  
 Amount Due: \$0.00

5. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account No.: 936870-0111-08  
 Levy Code: 0010  
 Assessed Value-Land: 0.00  
 Assessed Value-Improvements: 0.00

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**SCHEDULE B**

(continued)

6. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
7. Any instrument to be executed by the City of Seattle, a municipal corporation, must be in accordance with statute. Satisfactory evidence of authority must be submitted.
8. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.
- The company reserves the right to add additional items or make further requirements after review of the requested documentation.
9. The amount of coverage was not furnished in the application for title insurance. When disclosed, the premium will be adjusted accordingly.
10. **Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.**

**END OF EXCEPTIONS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

**Note A:** Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Ptn of Lot 2, Block 3, and Ptn of Lots 1 and 2, Block 4, Vol. 13 Pg. 38 Tax/Map ID(s):  
Tax Account No.: 936870-0111-08

**Note B:** Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

**Note C:** Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

**END OF NOTES****END OF SCHEDULE B**

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**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

**END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Effective: May 1, 2015**

**Order No.:** 0042059-06-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

**How Information is Collected**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

**Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

**Use of Personal Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### **Information From Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### **Choices With Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **FNF Compliance with California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

#### **Your Consent To This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

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EFFECTIVE AS OF: MAY 1, 2015



# CHICAGO TITLE

COMPANY OF WASHINGTON

701 5th Avenue, Suite 2300  
Seattle, WA 98104  
Phone: (206)628-5610 / Fax: (206)628-9717

**Order No.:** 0042059-06  
**Property:** 10612 55th Ave S.  
Seattle, WA 98178

<b>SELLER(S)</b>
City of Seattle
<b>BUYER/BORROWER(S)</b>
TBD and TBD

**Thank You for specifying Chicago Title Company of Washington  
Your transaction is important to us.**

4089593

200  
647

Esmt Dec 13-50

Dec 11-50

A. L. Wood and Charlott E. Wood,

above party owners of the S 98.20 ft of lots 1 and 2, blk 4 and the S 98.20 ft of lot 2 blk 3 White's Rainier Beach Gardens Addn to the cof s, do hereby create an esmt for the maintenance of roadway only over that ptn of the above des ppty as follows:

That ptn of lots 1 and 2, blk 4 and lot 2, blk 3 White's Rainier Beach Gardens as follows: commencing at the SW cor of bt 2, blk 4 White's Rainier Beach Gardens; th alg sd Western ln of lot 2 blk 4, 40 ft to the true pob; th Ely plw the S bndry of lot 2 to a dis of 94.90 ft of the E ln of lot 2; th continuing E a dis of 36 ft plw the S ln of lot 1, blk 4; th N 40 ft plw the E ln of lot 1, blk 4; th E 54 ft plw the S ln of lot 1, blk 4 to the Wly bndry of lot 2, blk 3; th E plw ~~xxxx~~ the S bndry of lot 2 90 ft to the Ely ln of lot 2; th N 18 ft plw the bndry of lot 2, blk 3; th W 90 ft plw the S ln of lot 2 blk 3 to the W bndry of lot 2 blk 3; th W 84 ft plw the S ln of lot 1, blk 4 ~~xx~~ th S 40 ft plw the W ln of lot 1 blk 4; th W 6 ft to the W bndry of lot 1, blk 4; th W 94.90 ft plw the S ln of lot 2, blk 4 to the W ln of lot 2; th S 18 ft to the true pob

The esmt hereby created is for the use and benefit of present and future owners of lots 1 and 2, blk 4 and lot 2, blk 2 White's Rainier Beach Gardens addn ~~xx~~ and shall be in force from this day forth and shall become a prt of sd properties. (cont-2) jr 1

4089593-2

A.L. Wood

Charlotte E. Wood

4089593-2

kcw Dec 11-50 by A.L. Wood and Charlott E. Wood bef Larry  
F. Ames up for wn res at S (ns Mar 13-51)  
ml to Empire Constrf tion Co 7340 Empire Wa

r

CORRECTION AND REPLACEMENT OF AN EASEMENT GRANTED BY A. L. WOOD and CHARLOTTE E. WOOD ( Auditor's file 4089493, 3005/647, dated Dec.13-'50 (Dec.11-'50))

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor

A. L. WOOD and CHARLOTTE E. WOOD, husband and wife

hereby grant and convey to the Grantee Contiguous property owners their successors and assigns, the right, privilege and authority to construct, improve, repair and maintain a road

across, over and upon the following land, located in KING County, State of Washington, to-wit:

The South 10 feet of the North 150 feet of Lots 1 and 2 and over the East 12 feet of the South 40 feet of the North 140 feet of Lot 1, Block 4 and over the South 20 feet of the North 140 feet to the East margin of Lot 2, Block 3, all in White's Addition to Rainer Beach Gardens, according to Plat recorded in Volume 13 of Plats, page 38, records of said county.

The Grantor shall make no use of the land occupied by said land except for road

In exercising the rights herein granted, the Grantee their successors and assigns, may pass and repass over said road may cut and remove brush, trees and other obstructions which in the opinion of the Grantee interfere with said road

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

The center line of said road shall be parallel with and not more than feet distant on either side from a principal center line across said road

In Witness Whereof, The said Grantor have executed this instrument the twenty-second day of September 1959

A. L. Wood
Charlotte E. Wood

5082674

SEP 22 1959

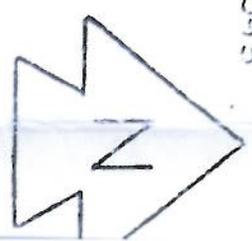
LEGAL DESCRIPTION ATTACHMENT:

THE SOUTH 40 FEET OF THE NORTH 140 FEET OF LOT 2; SOUTH 40 FEET OF THE NORTH 140 FEET OF THE WEST 45 FEET OF LOT 1; ALL IN BLOCK 4, WHITE'S RAINIER BEACH GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 38, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR DRIVEWAY PURPOSES ACROSS THE SOUTH 15 FEET OF THE NORTH 100 FEET OF SAID LOT 2.



NO. 4089593



2  
BLOCK 3

BLOCK 4

2

CLUMP B. DOGWOOD TREES  
(4" DIA.)

ROADWAY EASEMENT

1 54.50

139.60' NB9°48'00" W

ROCKERY



N 9°48'00" W 139.70'

ROADWAY EASEMENT

ROADWAY EASEMENT

40.00

40.00  
20' 22' 57" E

● = SET IRON PIPE

ROADWAY EASEMENT

LEONA L. LEONARD  
10310-65th Ave. South  
Seattle, WA 98178

DATE	1/20/01	SCALE	1" = 20'
DRAWN	P.M.	APPROVED	
J.M.G.		CIVIL ENGINEER	
SEE LICENSE NO. 1811			

561-016348-221

Ordinance No. 95943

AN ORDINANCE providing for the improvement of  
SOUTH SPENCER STREET from Beacon Avenue South to 28th Avenue South; and certain other streets and avenues.

WATERMANS, etc.

Resolution No. 18211

*7/6/67 - Pass*

Council Bill No. 87470

INTRODUCED: <i>JUL 3 1967</i>	BY: <i>City Utilities</i>
REFERRED: <i>JUL 3 1967</i>	TO: <i>City Utilities</i>
REFERRED:	
REPORTED: <i>JUL 10 1967</i>	SECOND READING: <i>JUL 10 1967</i>
THIRD READING: <i>JUL 10 1967</i>	SIGNED: <i>JUL 10 1967</i>
PRESENTED TO MAYOR: <i>JUL 10 1967</i>	APPROVED: <i>JUL 14 1967</i>
RETD. TO CITY CLERK: <i>JUL 14 1967</i>	PUBLISHED: <i>JUL 22 1967</i> <i>JUL 15 1967</i>
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	BY:
VOL..... PAGE.....	

Ordinance No. 05943

AN ORDINANCE providing for the improvement of  
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WATERMANS, etc.

Resolution No. 18211

*7/6/67 - Pass*

Council Bill No. 87470

INTRODUCED: <i>JUL 3 1967</i>	BY: <i>City Utilities</i>
REFERRED: <i>JUL 3 1967</i>	TO: <i>City Utilities</i>
REFERRED:	
REPORTED: <i>JUL 10 1967</i>	SECOND READING: <i>JUL 10 1967</i>
THIRD READING: <i>JUL 10 1967</i>	SIGNED: <i>JUL 10 1967</i>
PRESENTED TO MAYOR: <i>JUL 10 1967</i>	APPROVED: <i>JUL 14 1967</i>
RET'D. TO CITY CLERK: <i>JUL 14 1967</i>	PUBLISHED: <i>JUL 22 1967</i> <i>JUL 15 1967</i>
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	BY:
VOL..... PAGE.....	

Ordinance No. 05943

AN ORDINANCE providing for the improvement of  
SOUTH SPENCER STREET from Beacon Avenue South to 23th Avenue South; and certain other streets and avenues,  
WATERMANS, etc.

Resolution No. 18211

*7/16/67 - Pass*

Council Bill No. 18211

INTRODUCED: 1967 JUL 5 1967	BY: <i>City Engineer</i>
REFERRED: 5 1967	TO: <i>City Engineer</i>
REFERRED:	
REPORTED: 10 1967 JUL 10 1967	SECOND READING: JUL 15 1967
THIRD READING: JUL 10 1967	SIGNED: JUL 14 1967
PRESENTED TO MAYOR: JUL 10 1967	APPROVED: JUL 14 1967
SENT TO CITY CLERK: JUL 14 1967	PUBLISHED: JUL 22 1967 JUL 15 1967
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	BY:
VOL..... PAGE.....	

*ent 97684 - Approves + confirms  
Res. 21782 - Housing in cell  
ent 97684 - Approves + confirms  
Res. 21782 - Issue Note*

Ord. 957444. Ad. Com. Under Fund. Ord. 96117 - Roads Sec. 3d.

Res. 21619 - Hearing on suit.

Ord. 970742. Approves + confirms

Res. 21733 - Issue Note

FEB (BC)  
BLDG.  
ENG.  
R. O.  
A. C.  
S. E.  
C. O.  
LIGHT

(Improvement Ordinance - Bond Form)

ORDINANCE NO. 1584

AN ORDINANCE providing for the improvement of  
SOUTH SPENCER STREET from Beacon Avenue South to 28th Avenue South;  
and certain other streets and avenues;  
by constructing watermains together with fire hydrants and otherwise improving  
the same;

all in accordance with Resolution No. 18211 of the City Council of the City of Seattle, creating a local  
improvement district therefor, and providing that payment for said improvement be made by special  
assessments upon property in said district payable by the mode of installment notes.

BE IT ORDAINED THAT THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That

SOUTH SPENCER STREET from Beacon Avenue South to 28th Avenue South;  
SOUTH RAYMOND STREET from Beacon Avenue South to 29th Avenue South and from  
Shaffer Avenue South to 30th Avenue South;  
SOUTH ORCAS STREET from 32nd Avenue South to Empire Way South;  
SOUTH LUCILE STREET from Renton Avenue South to 42nd Avenue South;  
SOUTH JUNEAU STREET from 32nd Avenue South to approximately 150 feet east of 35th  
Avenue South;  
SOUTH HUDSON STREET from 31st Avenue South to 32nd Avenue South; and from Empire  
Way South to 35th Avenue South;  
SOUTH FINDLAY STREET from Empire Way South to 37th Avenue South;  
SOUTH FERDINAND STREET from 31st Avenue South to Empire Way South;  
SOUTH EDMUNDS STREET from 28th Avenue South to 30th Avenue South;  
SOUTH DAWSON STREET from 30th Avenue South to 33rd Avenue South; and from 35th  
Avenue South to Renton Avenue South;  
SOUTH BRANDON STREET from Beacon Avenue South to 26th Avenue South; and from  
Renton Avenue South to 42nd Avenue South;  
SOUTH AMERICUS STREET from South Columbian Way to 26th Avenue South;  
SOUTH ANGELINE STREET from 26th Avenue South to 27th Avenue South;  
RENTON AVENUE SOUTH from South Dawson Street, on the east, to South Dawson Street,  
on the west;  
SHAFFER AVENUE SOUTH from South Juneau Street to South Raymond Street;  
24th AVENUE SOUTH from South Bennett Street to South Brandon Street;  
25th AVENUE SOUTH from South Dawson Street to South Brandon Street; and from South  
Juneau Street to South Raymond Street;

26th AVENUE SOUTH from South Dawson Street to South Brandon Street; and from South Angeline Street to South Americus Street;  
27th AVENUE SOUTH from South Angeline Street to South Ferdinand Street;  
28th AVENUE SOUTH from South Angeline Street to South Ferdinand Street; from South Dawson Street, on the east, to South Brandon Street; and from South Juneau Street to South Graham Street;  
29th AVENUE SOUTH from Mt. View Drive South to South Brandon Street;  
30th AVENUE SOUTH from South Edmunds Street to South Bennett Street; from South Brandon Street to South Lucile Street; and from South Raymond Street to South Graham Street;  
31st AVENUE SOUTH from South Alaska Street to Empire Way South; from South Ferdinand Street to South Hudson Street; and from South Raymond Street to South Graham Street;  
32nd AVENUE SOUTH from approximately 200 feet north of South Angeline Street to South Edmunds Street; and from South Hudson Street to South Graham Street;  
33rd AVENUE SOUTH from South Dawson Street to South Orcas Street;  
35th AVENUE SOUTH from Renton Avenue South to Empire Way South; and from South Brandon Street to South Orcas Street;  
37th AVENUE SOUTH from South Lucile Street to South Orcas Street;  
SOUTH COLUMBIAN WAY from Beacon Avenue South to approximately 160 feet northerly of South Americus Street;  
EMPIRE WAY SOUTH, on the east, from South Hudson Street to approximately 480 feet southerly thereof; and on the west, from approximately 370 feet northerly of South Brandon Street to South Brandon Street; and on the east, from South Brandon Street to South Orcas Street; and  
LAKE PARK DRIVE SOUTH from approximately 470 feet north of South McClellan Street to approximately 1,155 feet north of South McClellan Street;

be improved by constructing watermains including a connection from the existing 66 inch steel pipe line to the existing 16 inch cast iron pipe line in Beacon Avenue South at South Juneau Street; together with fire hydrants and the necessary appurtenances; Also,

SOUTH GRAHAM STREET at approximately 15 feet east of 30th Avenue South;  
SOUTH JUNEAU STREET at approximately 570 feet west of 28th Avenue South; at approximately 270 feet west of 28th Avenue South; at approximately 275 feet east of 28th Avenue South; and at approximately 310 feet west of 32nd Avenue South; and  
SOUTH LUCILE STREET at Empire Way South; at 37th Avenue South; and at approximately 275 feet west of 37th Avenue South;

be improved by installing fire hydrants together with the necessary appurtenances; and that such other work be done as may be necessary in connection therewith, according to the plans and specifications therefor as prepared by the City Engineer and approved by the Board of Public Works.

Section 2. That the cost and expense of said improvement, including all necessary and incidental expenses, shall be borne by and assessed against the property included in the assessment district hereinafter created in accordance with law. The City of Seattle shall not be liable in any manner for any portion of the cost and expense of said improvement, except as herein provided; provided,

however, that the sum of Sixty-nine Thousand Eight Hundred and No/100 Dollars (\$69,800.00), or so much thereof as may be necessary shall be paid from the Water Fund of the City of Seattle as a loan to said local improvement district, to be repaid first and to the extent possible, from any money remaining in the Local Improvement Fund of said district, after all installment notes, warrants or other obligations thereof, together with all interest thereon have been paid; and provided further, that the City of Seattle shall pay from the General Fund any sums which would have been levied against United States Government property within the assessment district herein created, if said property were assessable in the same manner as other property in said district.

Section 3. That by reason of the nature of this improvement, the special benefits conferred on the property are not fairly reflected by the termini and zone method as specified in Sections 35.43.080, 35.44.010, 35.44.030, 35.44.040, and 35.44.050 R.C.W., or by the enlarged district method prescribed in Section 35.43.080 R.C.W. Therefore, in accordance with provisions of Section 35.43.080 R.C.W., there is hereby established a local improvement district, to be called "Local Improvement District No. 634", the property of which district shall be assessed in accordance with the special benefits to be derived from the improvement. The boundaries of said district are described as follows:

Beginning at the southeast corner of Lot 13, Block 4, Willetts Addition; thence west along the south line thereof and same produced west to the west line of 32nd Avenue South; thence south along said west line to the north line of South Graham Street; thence west along said north line to the westerly line of the City of Seattle Transmission Line right of way as established across Tract 23, Plat of "Somerville"; thence northerly along said westerly line to the north line of said Tract 23; thence west along said north line to the east line of the west 236.20 feet of said tract; thence south along said east line to the north line of the south 157.4 feet of said Tract 23; thence west parallel with the north line of South Graham Street 126 feet; thence south parallel with the production north of the center line of 29th Avenue South 42.4 feet; thence west parallel with said north line to the east line of 28th Avenue South; thence westerly along a straight line to the intersection of the west

line of 28th Avenue South and the north line of the south 120 feet of Tract H, said plat; thence west along said north line to the west line of the east 61 feet of said tract; thence north along said west line to the north line of the south 157 feet of said Tract H; thence west along said north line to the west line of the east two-fifths of said Tract H; thence north along said west line to the north line of the south 179 feet of said tract; thence west along said north line to the east line of the west two-fifths of said tract; thence south along said east line to the north line of the south 120 feet thereof; thence west along said north line to the east line of the west 85 feet of the east one-half of said west two-fifths; thence north along said east line to the north line of the south 190 feet of said Tract H; thence west along said north line to the east line of the west one-fifth of said tract; thence north along said east line to the north line of said tract; thence west along said north line and along the south line of Tract F, said plat to the west line of the east 134.84 feet of said Tract F; thence north along said west line 42 feet; thence west parallel with the south line of said Tract F, 55 feet to the west line of the east 189.84 feet of said Tract F; thence north along said west line to the south line of South Spencer Street; thence northeasterly along a straight line to the intersection of the north line of South Spencer Street and a line 120 feet easterly of and parallel with the easterly line of Beacon Avenue South; thence northerly along said parallel line to the south line of Tract C, said plat; thence west along said south line to the west line of the east 220 feet of said Tract C; thence north along said west line to the south line of South Raymond Street; thence northerly along a straight line to the intersection of the north line of South Raymond Street and a line drawn midway between Beacon Avenue South and 25th Avenue South; thence northerly along said midway line to the north line of said Tract C; thence west along said north line to the easterly line of Lots 1 to 6, inclusive, Block 2, Plat of "Gale's Subdivision of Tract "B" of Somerville"; thence northerly along said easterly line to the south line of South Juneau Street; thence northwesterly along a straight line to the intersection of the north line of South Juneau Street and the west line of the east 375 feet of Tract 13, said plat; thence north along said west line to the south line of the north 179.06 feet thereof; thence east along said south line to the west line of Tract 14, said plat; thence north along said west line to the north line of the south 155 feet of said Tract 14; thence east along said north line to the west line of the east 280 feet of said tract; thence north along said west line to the north line of the south one-half of said tract; thence east along said north line to the west line of the east 210 feet of said tract; thence south along said west line to the north line of the south one-half of portion of said Tract 14 lying south of South Orcas Street; thence east along said north line to the west line of the east two-fifths of said tract; thence north along said west line to the north line of the south 30 feet of the south three-fifths of said east two-fifths; thence east along said north line to the west line of the east one-fifth of said Tract 14; thence

north along said west line to the north line of the south three-fifths of said Tract 14; thence east along said north line to the westerly line of the City of Seattle Transmission Line right of way as established across said Tract 14; thence southerly along said westerly line to a line drawn midway between South Orcas Street and South Juneau Street; thence east along said midway line to the west line of the east 80 feet of the west one-half of said Tract 15; thence north along said west line to the north line of the south one-half of said tract; thence east along said north line to the east line of the west 45 feet of the east one-half of said Tract 15; thence south along said east line to the north line of the south 137.41 feet of said Tract 15; thence east along said north line to the west line of Tract 16, said plat; thence north along said west line to the north line of the south one-half of said Tract 16; thence east along said north line to the east line of the west one-half of said Tract 16; thence south along said east line to a line drawn midway between South Juneau Street and South Orcas Street; thence easterly along said midway line to a line 120 feet west of and parallel with the west line of 32nd Avenue South; thence north along said parallel line to the southerly line of South Orcas Street; thence northwesterly along a straight line to the intersection of the northerly line of South Orcas Street and the west line of the east 215.85 feet of said Tract 9; thence north along said west line to the north line of said Tract 9; thence east along said north line to the production south of the center line of the alley in Block 1, The Sound Trustee Company's Second Addition; thence north along said produced and center line and same produced north and along the center line of the alley in Block 3, Rohrer's Addition to the production west of the north line of the south one-half of Lot 13, said Block 3; thence east along said produced and north line to the west line of 32nd Avenue South; thence north along said west line to the south line of the south 150 feet of the southeast one-quarter of the southeast one-quarter of the northeast one-quarter of Section 21, Township 24 North, Range 4 East, W.M.; thence west along said south line to the west line of the east 210 feet of said subdivision; thence north along said west line to the north line of the south 210 feet of said subdivision; thence east along said north line to the southwest corner of Lot 5, Block 1, plat of "Columbia View Tracts"; thence north along the west line of Lots 1 to 5, inclusive, said Block 1, to the south line of South Bennett Street; thence northerly along a straight line to the intersection of the north line of South Bennett Street and the west line of the east 120 feet of Tract 1, Plat of "Germania Tracts"; thence north along said west line and along the west line of Tract 2, said plat, to the south line of the north 39 feet of said Tract 2; thence west along said south line to the east line of Tract 8, said plat; thence north along said east line to the north line thereof; thence west along said north line 50 feet; thence south 10 feet; thence west to the west line of said Tract 8; thence north along said west line to the south line of Tract 10, said plat; thence west along said south line to the east line of Tract 15, said plat; thence south along said east line to the north line of South Bennett Street; thence west along said north line to the production northerly of the easterly line of Block 8, plat of "Columbia View Tracts";

thence southerly along said produced and easterly line to the north line of the alley adjoining said Block 8; thence west along said north line to the southwest corner of Lot 8, said Block 8; thence southwesterly along a straight line to the intersection of the westerly line of 29th Avenue South and a line drawn midway between South Brandon Street and the vacated unnamed street commonly known as South Lampe Place; thence southwesterly along said midway line to the south line of Lot 1, said Block 9; thence west along said south line and same produced west to a line drawn midway between 29th Avenue South and South Brandon Street; thence northwesterly along said midway line to a line drawn north parallel with the east line of 28th Avenue South from a point on the north line of South Brandon Street 85 feet west of its intersection with the westerly line of 29th Avenue South; thence north along said parallel line to a point thereon 109.94 feet north of its intersection with said north line; thence west parallel with said north line to the east line of Block 12, said plat; thence south along said east line to a line 90 feet north of and parallel with the north line of South Brandon Street; thence west along said parallel line to the west line of 28th Avenue South; thence south along said west line to the north line of South Brandon Street; thence west along said north line to a line drawn midway between 27th Avenue South and 28th Avenue South; thence north along said midway line to the south line of the north 256.75 feet of Tract 13, Homesteads of F. W. Lampe; thence east along said south line to the west line of 28th Avenue South; thence east along a straight line to the intersection of the east line of 28th Avenue South and the south line of South Dawson Street; thence east along said south line to a line 120 feet east of and parallel with said east line; thence north along said parallel line to the north line of Tract 25, plat of "Germania Tracts"; thence east along said north line to a line 110 feet west of and parallel with the west line of 29th Avenue South; thence north along said parallel line to the south line of Tract 28, said plat; thence west along said south line to a line 120 feet east of and parallel with the east line of 28th Avenue South; thence north along said parallel line to a line 76.04 feet north of and parallel with the north line of South Hudson Street; thence east along said parallel line to a line 90 feet west of and parallel with the west line of 29th Avenue South; thence north along said parallel line to a line drawn north  $87^{\circ}50'30''$  west from a point on said west line 172.04 feet north of its intersection with the north line of South Hudson Street; thence west along the last described line to a line 115 feet west of and parallel with said west line; thence north along said parallel line to the south line of Thorin Addition; thence west along said south line to the west line thereof; thence north along said west line to the north line of the south 469.20 feet of the northeast one-quarter of the northeast one-quarter of Section 21, Township 24 North, Range 4 East, W.M.; thence west along said north line to the west line of 28th Avenue South; thence north along said west line to the southeast corner of Lot 6, Block 1, Highland Crest Addition; thence west along the south line of said Lot 6 and same produced west and along the south line of Lot 11, said Block 1 and same produced

west and along the south line of Lot 6, Block 2, said addition, to the east line of the alley adjoining; thence north along said east line to a line drawn midway between South Ferdinand Street and South Angeline Street; thence west along said midway line 100 feet; thence south 8 feet; thence west parallel with the south line of South Angeline Street to the production south of the east line of 26th Avenue South; thence north along said produced and east line to the south line of South Angeline Street; thence west along said south line and along the southerly line thereof and same produced westerly to the northerly line of South Columbia Way; thence westerly along said northerly line to the southwest corner of Lot 3, Block 2, Jefferson Heights Division No. 1 Addition; thence northerly along the westerly line thereof to the northerly line of said block; thence easterly along said northerly line and along the northerly line of Block 1, Trippy's Addition No. 1 to the north line of said Block 1; thence east along said north line and along the north line of Tract 2, Homesteads of F. W. Lampe to the west line of the east 175.97 feet of said Tract 2; thence south along said west line to the south line of the north 114.5 feet of said Tract 2; thence east along said south line to the east line of said tract; thence south along said east line to a line 120 feet north of and parallel with the north line of South Angeline Street; thence east along said parallel line to the west line of 28th Avenue South; thence easterly along a straight line to the intersection of the east line of 28th Avenue South and the southerly line of Mt. View Drive South; thence easterly along a straight line to the intersection of the easterly line of Mt. View Drive South and the south line of South Americus Street; thence east along said south line to the northeast corner of Lot 3, Block 2, McCoy's Addition to Columbia; thence south along the east line of said Lot 3 to the north line of "Linder Addition"; thence east along said north line and same produced east to the production north of the west line of Lot 8, said addition; thence south along said produced and west line and same produced south to the most northerly corner of Lot 5, said addition; thence easterly along the northerly line of said Lot 5 and along the northerly and the east line of Lot 6, said addition, and same produced south to the south line of the alley in Corliss Addition; thence east along said south line to the southwesterly line of Empire Way South; thence southeasterly along said southwesterly line to the west line of 32nd Avenue South; thence south along said west line to the production west of the south line of the alley in Block 61, Plat of Columbia Supplemental No. 1; thence east along said produced and south line to the east line of Lot 1724, said block; thence south along said east line to the north line of South Hudson Street; thence southwesterly along a straight line to the northeast corner of Lot 5, Block 2, Frye's Addition to Columbia; thence south along the east line of said Lot 5, to the north line of Block 4, said addition; thence east along said north line to the northwesterly line of 35th Avenue South; thence southwesterly along said northwesterly line and along the west line of said avenue to the production west of the north line of Block 16, said addition; thence east along said produced and north line to a line drawn midway between Renton Avenue South and 35th Avenue South; thence southerly along said midway line to the south line of Block 17, said addition; thence east along said south line and along the south line of Block 30, said addition, to the westerly line of Renton Avenue South; thence southerly along said

westerly line to the production west of the north line of Block 35, said addition; thence east along said produced and north line to the west line of the east 92 feet of said Block 35; thence south along said west line to the south line of said block; thence west along said south line to the easterly line of Renton Avenue South; thence southerly along said easterly line to the production east of the south line of Block 1, Pratt's Addition; thence west along said south line and same produced west to the westerly line of Empire Way South; thence southerly along said westerly line and along the west line of 35th Avenue South to the southeast corner of Lot 9, Block 15, Empire Way Addition; thence west along the south line of said lot to the west line of the alley in said block; thence westerly along a straight line to the northeast corner of the south one-half of Lot 3, said Block 15; thence west along the north line of said south one-half to the east line of 33rd Avenue South; thence westerly along a straight line to the southeast corner of Lot 9, Block 16, said addition; thence west along the south line thereof and same produced west and along the south line of Lot 2, said Block 16, to the east line of 32nd Avenue South; thence south along said east line to the northwest corner of Lot 4, Block 1, Wetmore's Addition; thence east along the north line of said Lot 4 to the west line of the alley in said block; thence easterly along a straight line to the northwest corner of the south one-half of Lot 20, said Block 1; thence east along the north line of said south one-half to the west line of 33rd Avenue South; thence easterly along a straight line to the northwest corner of Lot 4, Block 6, said addition; thence east along the north line thereof and same produced east and along the north line of Lot 19, said Block 6, and same produced east to the easterly line of Empire Way South; thence southerly along said easterly line to the northwest corner of Lot 5, Block 14, Empire Way Addition; thence east along the north line thereof to the east corner thereof; thence south along the east line thereof to the center line of the alley in Block 17, Empire Way 2nd Addition; thence east along said center line to the west line of 37th Avenue South; thence south along said west line to the production west of the north line of Lot 9, Block 4, Plat of Hillman City Division No. 2; thence east along said produced and north line to a line drawn south from a point on said north line 55 feet east of the northwest corner of said Lot 9 to a point on the east line of Lot 12, said Block 4, distant 12 feet north of the southeast corner thereof; thence southeasterly along the last described line to the west line of the alley in said Block 4; thence south along said west line and south and east and south along the west, north and west lines of the alley in Block 11, said plat, to the southeast corner of Lot 15, said Block 11; thence west along the south line of said Lot 15, and same produced west to the west line of 37th Avenue South; thence north along said west line to the center line of the alley in Block 12, Empire Way Addition; thence west along said center line to the east line of the north-south alley in said Block 12; thence westerly along a straight line to the southeast corner of Lot 4, said Block 12; thence west along the south line thereof and same produced west to the westerly line of Empire Way South; thence southerly along said westerly line to the south line of the north one-quarter of the northeast one-quarter of the southwest one-quarter of the southwest one-quarter of Section 22, Township 24 North, Range 4 East, W.M.; thence west along said south line

to the east line of 35th Avenue South; thence southwesterly along a straight line to the intersection of the west line of 35th Avenue South and the south line of the east one-half of the north one-half of the northwest one-quarter of the southwest one-quarter of the southwest one-quarter of said section; thence west along said south line to the west line of the alley lying east of 32nd Avenue South; thence south along said west line to the north line of South Raymond Street; thence southerly along a straight line to the northeast corner of Lot 20, Block 4, O. L. Willett's Addition; thence south along the west line of the alley in said block to the southeast corner of Lot 13, said Block 4; and the beginning; EXCEPT,

Beginning at the intersection of the center line of the vacated alley in Block 3, Southern Heights Addition, and the production east of the north line of Lot 6, said Block 3; thence west along said produced and north line and same produced west and along the north line of Lot 9, Block 2, said addition, and same produced west and along the north line of Lot 6, said Block 2, and same produced west and along the north line of Lot 6, Block 1, said addition, to the west line of said Block 1; thence north along said west line to the south line of Tract 17, Plat of "Somerville"; thence west along said south line to the east line of Tract 18, said plat; thence north along said east line to the north line of the south 15 feet of the north one-half of Tract 17, said plat; thence east along said north line to the east line of the west one-half of said Tract 17; thence south along said east line to the south line of the north one-half of said tract; thence east along said south line to a line 100 feet west of and parallel with the west line of 32nd Avenue South; thence south along said parallel line to the beginning; Also, EXCEPT,

Beginning at the intersection of the north line of Lots 4 to 13, inclusive, Plat of "Germania Tracts" and a line 160 feet east of and parallel with the east line of 30th Avenue South; thence north along said parallel line to the south line of the north one-half of the south one-quarter of the north two-fifths of the east one-half of the southeast one-quarter of the northeast one-quarter of Section 21, Township 24 North, Range 4 East, W.M.; thence east along said south line to a line 180 feet east of and parallel with said east line; thence north along said parallel line to the north line of the last described subdivision; thence west along said north line to a line drawn midway between 30th Avenue South and the west line of the unnamed and undedicated street east thereof; thence north along said midway line to the south line of the north one-quarter of the north two-fifths of the east one-half of the southeast one-quarter of the northeast one-quarter, said section; thence west along said south line to a line 120 feet east of and parallel with the east line of 30th Avenue South; thence north along said parallel line to the production west of the south line of the alley adjoining Block 2, "Brents Street Addition to Columbia"; thence east along said produced and south line to the production north of the east line of the unnamed and undedicated street lying east of 30th Avenue South; thence south along said produced and

east line to a line 124.5 feet south of and parallel with the south line of South Hudson Street; thence east along said parallel line to a line 150 feet west of and parallel with the west line of 32nd Avenue South; thence south along said parallel line to the south line of the north 403.5 feet of the southeast one-quarter of the northeast one-quarter, said section; thence east along said south line to a line 135 feet west of and parallel with said west line; thence south along said parallel line to a line 30 feet north of and parallel with the north line of Lots 4 to 13, inclusive, plat of Germania Tracts; thence west along said parallel line to the east line of said unnamed street; thence south along said east line to the north line of the plat of Germania Tracts; thence west along said north line to the beginning; Also,

Beginning at the intersection of the west line of 32nd Avenue South and the north line of Hopkins' First Addition; thence west along said north line to a line 90 feet easterly of and parallel with the easterly line of Empire Way South; thence northerly along said parallel line to the south line of South Angeline Street; thence west along said south line to the easterly line of Empire Way South; thence northerly along said easterly line to the production east of the south line of Lot 12, Block 2, Meadow Park Addition; thence west along said produced and south line to the east line of the alley in said Block 2; thence north along said east line to the westerly line of Empire Way South; thence northeasterly along a straight line to the intersection of the south line of Lot 7, said Block 2, and the easterly line of Empire Way South; thence northerly along said easterly line to the south line of South Alaska Street; thence east along said south line to the east line of 31st Avenue South; thence south along said east line to the south line of the north 30 feet of Lot 28, Block 1, said addition; thence east along said south line and same produced east and along the south line of the north 30 feet of Lot 3, said Block 1, and same produced east to the east line of 32nd Avenue South; thence south along said east line to a line 120 feet south of and parallel with the south line of South Alaska Street; thence east along said parallel line to a line drawn midway between 32nd Avenue South and 35th Avenue South; thence south along said midway line to a line 90 feet north of and parallel with the north line of South Edmunds Street; thence west along said parallel line to the production north of the east line of Lot N, Block 57, Plat of Columbia Supplemental No. 1; thence north along said produced line to a line 34 feet north of and parallel with the south one-half of the northwest one-quarter of the northwest one-quarter of Section 22, Township 24, Range 4 E, W.M.; thence west along said parallel line to the production north of the west line of Lot "O", said Block 57; thence south along said produced line to a line 90 feet north of and parallel with the north line of South Edmunds Street; thence west along said parallel line and same produced west to the west line of 32nd Avenue South; thence south along said west line to the beginning; Also,

Beginning at the northeast corner of Lot 6, Block 2, Rohrer's Addition; thence south along the west line of the alley in said block to the north line of South Lucile Street; thence west along said north

line to the southwest corner of Lot 4, Block 1, said addition; thence north along the west line of Lots 1 to 4, inclusive, said Block 1, to the west line of 30th Avenue South; thence southerly along the westerly line of 30th Avenue South to the production west of the north line of Lot 3, said Block 2; thence east along said produced and north line to the west line of Lot 4, said Block 2; thence south along said west line to the north line of said Lot 6; thence east along said north line to the beginning; Also,

Beginning at the southeast corner of Lot 4, Block 7, Plat of Hillman City Division No. 2; thence west along the north line of the alley in Blocks 7, B, and 6, of said plat and same produced west and along the north line of the alley in Block 5, said plat, and same produced west to the center line of the northerly-southerly alley in said Block 5; thence northerly along said center line and same produced northerly and along the center line of the northerly-southerly alley in Block 3, said plat, to the south line of South Brandon Street, thence northwesterly along a straight line to the intersection of the north line of South Brandon Street and the west line of the east 200 feet of Tract 23, Plat of "Morningside Acre Tracts"; thence north along said west line to the north line of the south 80 feet thereof; thence east along said north line to the west line of the east 160 feet of said Tract 23; thence north along said west line to the north line thereof; thence east along said north line and along the north line of Tract 24, said plat, to the west line of 39th Avenue South; thence easterly along a straight line to the northwest corner of Tract 35, said plat; thence east along the north line of said Tract and along the north line of Tract 36, said plat, to the east line of the west 200 feet of said Tract 36; thence south along said east line to the north line of South Brandon Street; thence southerly along a straight line to the northeast corner of Lot 4, Block 1, Plat of Hillman City Division No. 2; thence south along the east line of said Lot 4 and same produced south and along the east line of Lot 16, said block, and same produced south and along the east line of Lot 4, Block 7, said plat, to the beginning; Also,

Beginning at the intersection of the west line of Mt. Baker Drive South and a line drawn midway between the south line of Lot 10, Block 32, "Mt. Baker Park-Addition", and the north line of South McClellan Street; thence west along said midway line and same produced west to a line drawn midway between the westerly line of Lake Park Drive South and the easterly line of Sylvan Terrace Drive South; thence northerly along said midway line to a line 8 feet north of and parallel with the production west of the south line of Lot 1, Block 33, said addition; thence east along said produced line to the westerly line of Lake Park Drive South; thence east along a straight line to the intersection of the easterly line of Lake Park Drive South and the northwest corner of the portion of Mt. Baker Park platted between Blocks 32 and 33, said addition; thence easterly along the northerly line of said portion of the park to the westerly line of Mt. Claire Drive South; thence southerly along said westerly line and along the westerly line of Mt. Baker Drive South to the beginning; Also,

Section 4. Local improvement installment notes, substantially in the form provided by ordinance and bearing interest at the rate of 4-3/4 percent per annum, payable within seventeen years in annual installments beginning with the date of issue thereof, shall be issued to the City Employees' Retirement Fund, pursuant to Chapter 165, Laws of Washington, 1961 (Ch. 35.45 R.C.W.), in lieu of local improvement bonds, to pay the cost and expense of this local improvement, which notes shall be paid from the special assessment to be levied and assessed upon the property within said district payable in fifteen equal annual installments, with interest at the rate of 4-3/4 percent per annum, and it is hereby declared that the period during which said notes are payable will not exceed the life of the improvement provided for herein. These notes, and warrants issued on the local improvement fund of said district on estimates by the City Engineer, shall be sold and delivered to the City Employees' Retirement Fund at not less than face value and accrued interest, and the funds obtained therefrom shall be used to pay the contractor in cash.

Section 5. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by unanimous vote of all members of the City Council present, in accordance with provisions of Section 35.45.020 R.C.W., the 10 day of July, 1967, and signed by me in open session in authentication of its passage this 10 day of July, 1967.

President Clarence J. Mazzari of the City Council

Approved by me this 14 day of July, 1967.

J. J. Brown  
Mayor

Filed by me this 14 day of July, 1967.

Attest: A. J. DeLeonardis  
City Comptroller and City Clerk

(SEAL)

Published JUL 15 1967

JUL 22 1967

By W. A. Ferine  
Deputy Clerk

NEW YORK, July 20 (UPI)—The American Telephone & Telegraph Co. announced Wednesday it would challenge the ruling by the Federal Communications Commission (FCC) which set a 7% to 7.5% limit on Bell System's earnings from interstate services.

The world's largest corporate enterprise said it will ask the commission, "to reconsider and modify" major provisions of the ruling. The company had in July 1941 filed such a petition for such a hearing at which it can cross-examine commission members.

AT&T indicated also it will seek review of the portions of the order dealing with methods of separating investment and expenses between interstate and interstate services from the hearing rate base.

The FCC ruling started extension of the hearing rate base. The decision was issued last week and has not been used since the Navy turned the field to the city of Pasco, which owned the field before the port of Pasco.

He said the type of tower, its cost and location would be determined by the FAA. However, he predicted it probably would be built somewhere near the new terminal.

AT&T said a detailed study of the FCC order had continued the initial disappointment with the terms of the commission's ruling, and was determined that it new and will be, the company said.

However, by specifying a rate of return in so narrow a range is required, the commission's order jeopardizes the company's order to rise not only to earnings but to improvements that it carries in the past.

**BANK CLEARINGS, BUILDING PERMITS**

Bank	Clearings	Permits
1 (S&W)	101,214,816	122,060
2 (Sun)	70,529,807	127,130
3 (H&W)	53,553,818	70,410
4 (S&W)	51,713,360	202,130
5 (S&W)	51,713,360	202,130
6 (S&W)	51,713,360	202,130
7 (S&W)	51,713,360	202,130
8 (S&W)	51,713,360	202,130
9 (S&W)	51,713,360	202,130
10 (S&W)	51,713,360	202,130
11 (S&W)	51,713,360	202,130
12 (S&W)	51,713,360	202,130
13 (S&W)	51,713,360	202,130
14 (S&W)	51,713,360	202,130
15 (S&W)	51,713,360	202,130
16 (S&W)	51,713,360	202,130
17 (S&W)	51,713,360	202,130
18 (S&W)	51,713,360	202,130
19 (S&W)	51,713,360	202,130
20 (S&W)	51,713,360	202,130

**STATE OF WASHINGTON, KING COUNTY—SS.**

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 12th 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

Ordinance No. 2543

was published on

July 22, 1941

*[Signature]*

Subscribed and sworn to before me on

July 22, 1941

*[Signature]*  
Notary Public for the State of Washington, residing in Seattle.

(Note: ROW 42,220,000 states—"It shall not be necessary for a notary public in certifying an oath to be used in any of the courts in this state, to append an impression of his official seal.—")





# The City of Seattle--Legislative Department

MR. PRESIDENT:

Your Committee on City Utilities  
to which was referred C.B. 87470,

Date Reported  
and Adopted  
JUL 10 1967

providing for the improvement of South Spencer Street from Beacon Avenue South to 28th Avenue South; and certain other streets and avenues, by watermains, etc.,

RECOMMENDS THAT THE SAME DO PASS.

*Alexander*

Chairman

Chairman

Committee

Committee

3.00

B HF

DEC-31-79 00179 7912310591

7912310591

LOCAL IMPROVEMENT ASSESSMENT DEED

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

RECORDED THIS DAY  
Dec 31 11 03 AM '79

BY THE  
RECORDS & ELECTIONS  
CLERK KING COUNTY

THIS INDENTURE, made this 15th day of May, 1979, between John W. Kelly,  
as Treasurer of the City of Seattle, King County, State of Washington, party of  
the first part, and the City of Seattle, party of the second part:

Witnesseth; That whereas, at a public sale of real property held on the  
13th day of May, 1977, pursuant to a real property local improvement assessment  
judgement entered in Superior Court in the County of King on the 22nd day of  
December, 1976, in proceedings to foreclose local improvement assessment liens  
upon real property, the party of the second part duly purchased in compliance  
with the laws of the State of Washington the real property hereinafter described,  
and that said party of the second part has complied with the laws of the State  
of Washington to entitle it to a deed to said real property.

Now, Therefore, Know ye, that the party of the first part, in consider-  
ation of the premises and by virtue of the statutes of the State of Washington in  
such cases provided, does hereby grant and convey unto the party of the second part,  
its heirs and assigns, forever the following described real property in the County  
of King, State of Washington, to-wit:

Lot 2, Block 3, of White's Rainier Beach Gardens, except the north  
100 feet of the east 45 feet and except the north 120 feet of the  
west 45 feet, and the south 98 feet of Lot 1, except the north 40  
feet of the west 45 feet thereof and except the south 48 feet of the  
west 36 feet thereof, and Lot 2, Block 4, except the north 85 feet,  
except the south 40 feet of the north 140 feet and except the south  
48 feet.

Portion of Lots 3 and 4, Block 3, of Christensen's, lying north-  
easterly of City of Seattle Transmission Line right of way as  
established across said block.

Given under my hand this 15th day of May, 1979.

John W. Kelly  
Treasurer of Seattle, King County  
State of Washington

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I, Kenneth M. LaPointe, a Notary Public in and for the  
State of Washington, do hereby certify that on this 15th day of May, 1979, person-  
ally appeared before me John W. Kelly known to me to be the City Treasurer of the  
City of Seattle, and the individual who signed the within instrument, and acknow-  
ledged that he signed the same and subscribed the name of the City of Seattle  
thereto, as his free and voluntary act and deed of the City of Seattle, for the  
purposes and uses therein mentioned.

Given under my hand and official seal the day in this certificate  
above written.

Kenneth M. LaPointe  
Notary Public in and for the State  
of Washington, residing at Seattle.

1% EXCISE TAX NOT REQUIRED  
King Co. Records Division

By J. Tordoff, Deputy

CORRECTION AND REPLACEMENT OF AN EASEMENT GRANTED BY A. L. WOOD and CHARLOTTE E. WOOD (Auditor's file 4089493, 30057647, dated Dec. 13-150 (Dec. 11-150))

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantors  
A. L. WOOD and CHARLOTTE E. WOOD, husband and wife

hereby grant and convey to the Grantee Contiguous property owners  
their successors and assigns, the right, privilege and authority to construct, improve, repair and  
maintain a road

across, over and upon the following land, located in KING County, State of  
Washington, to-wit:

The South 10 feet of the North 150 feet of Lots 1 and 2 and over  
the East 12 feet of the South 40 feet of the North 140 feet of  
Lot 1, Block 4 and over the South 20 feet of the North 140 feet  
to the East margin of Lot 2, Block 3, all in White's Addition  
to Rainer Beach Gardens, according to Plat recorded in Volume 13  
of Plats, page 38, records of said county.

The Grantors shall make no use of the land occupied by said land  
except for road

In exercising the rights herein granted, the Grantee their successors and assigns, may pass  
and repass over said road  
may cut and remove brush, trees and other obstructions which in the opinion of the Grantee in-  
terfere with said road

The covenants herein contained shall run with the land and are binding upon all subsequent  
owners thereof.

~~The center line of said road shall be parallel with and not  
more than feet distant on either side from a principal center line across said~~

In Witness Whereof, The said Grantors have executed this instrument the twenty-second  
day of September 1959

A. L. Wood  
Charlotte E. Wood

5082674

SEP 22 1959