



*First American*

## **First American Title Insurance Company**

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

March 5, 2020

Janette Mistic  
11555 SE 8th Street, Suite 202  
Bellevue, WA 98004

Contact:  
Phone: (206)322-5700  
Fax: (206)322-7576

**Metro Area Title Team  
Fax No. (866) 859-0429  
Email: TeamKristi@firstam.com**

**Kristi K Stevenson**  
**(206) 615-3206**  
kkstevenson@firstam.com

**Michelle Treherne**  
**(425) 635-2100**  
mtreherne@firstam.com

**Jessica Smith**  
**(425) 635-2205**  
jessmith@firstam.com

Order Number: 4209-3362410

***Please send all recording packages to 920 5th Avenue, Suite 1250, Seattle, WA 98104***

Seller: 62nd Avenue SW, LLC  
Property: 3019D 62nd Ave SW  
Seattle, WA 98116

Attached please find the following item(s):

ALTA Commitment for Title Insurance

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

***Customer First!***



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-3362410

***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.: 4209-3362410

Commitment No.: 4209-3362410

Property Address: 3019D 62nd Ave SW, Seattle, WA 98116

Revision No.:

### SCHEDULE A

1. Commitment Date: February 20, 2020 8:00 AM
2. Policies to be issued:
  - (A) Eagle Owner's Policy  
Subdivider Rate - Sale Out  
Proposed Insured: To Follow  
Proposed Policy Amount: \$To Follow      Premium: \$To Follow      Tax: \$To Follow
  - (B) ALTA Extended Loan Policy  
Purchase Money Loan Rate  
Proposed Insured: To Follow  
Proposed Policy Amount: \$To Follow      Premium: \$To Follow      Tax: \$To Follow
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: 62ND AVENUE SW LLC, A WASHINGTON LIMITED LIABILITY COMPANY
5. The Land is described as follows:

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Kristi Stevenson, Title Officer

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## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-3362410

#### **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.

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## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: 4209-3362410

#### **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.

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9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:  
Levy/Area Code: 0010

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

1.10% of the selling price less than or equal to \$500,000.00

1.28% of the selling price from \$500,000.01 to \$1,500,000.00

2.75% of the selling price from \$1,500,000.01 to \$3,000,000.00

3.00% of the selling price over \$3,000,000.00

Local Excise Tax for Seattle:

.50% of the selling price

In addition to the Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. Delinquent General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 637300-0170-00

**1st Half**

Amount Billed:	\$	2,473.80
Amount Paid:	\$	0.00
Amount Due:	\$	2,473.80, plus interest and penalty

**2nd Half**

Amount Billed:	\$	2,473.79
Amount Paid:	\$	0.00
Amount Due:	\$	2,473.79, plus interest and penalty
Assessed Land Value:	\$	523,000.00
Assessed Improvement Value:	\$	10,000.00

11. General Taxes for the year 2020. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 637300-0170-00

**1st Half**

Amount Billed:	\$	8,598.72
Amount Paid:	\$	0.00
Amount Due:	\$	8,598.72
Assessed Land Value:	\$	556,000.00
Assessed Improvement Value:	\$	1,245,000.00

**2nd Half**

Amount Billed:	\$	8,598.72
Amount Paid:	\$	0.00
Amount Due:	\$	8,598.72

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Assessed Land Value: \$ 556,000.00  
Assessed Improvement Value: \$ 1,245,000.00

Said amount was for the entire City of Seattle Unit Lot Subdivision No. 3033716-LU consisting of 5 Unit Lots and (Tax Account No(s). for Unit Lot Y is not yet available).

12. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: 62nd Avenue SW LLC, a Washington Limited Liability Company  
Grantee/Beneficiary: Legacy Group Capital, LLC  
Trustee: First American Title Insurance Company  
Amount: \$3,650,000.00  
Dated: February 13, 2019  
Recorded: February 15, 2019  
Recording Information: [20190215001060](#)

Affects said premises and other property

According to the public records, the beneficial interest under the deed of trust was assigned to Legacy Opportunity Fund, LLC by assignment recorded February 15, 2019 as [20190215001345](#) of official records.

13. Assignment of leases and/or rents and the terms and conditions thereof:  
Assignor: 62nd Avenue SW LLC, a Washington limited liability company  
Assignee: Legacy Group Capital LLC  
Recorded: February 15, 2019  
Recording Information: [20190215001061](#)

Affects said premises and other property

14. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: 62nd Avenue SW, LLC, a Washington Limited Liability Company  
Grantee/Beneficiary: Legacy Opportunity Fund, LLC, a Washington Limited Liability Company  
Trustee: First American Title Insurance Company, a corporation  
Amount: \$700,000.00  
Dated: February 13, 2019  
Recorded: February 15, 2019  
Recording Information: [20190215001062](#)

Affects said premises and other property

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15. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: Square Peg Construction, LLC, a Washington Limited Liability Company  
Grantee/Beneficiary: The Meter Group LLC, a Washington Limited Liability Company and Meter LLC, a Washington Limited Liability Company  
Trustee: First American Title Insurance Company, a corporation  
Amount: \$125,000.00  
Dated: June 11, 2019  
Recorded: June 14, 2019  
Recording Information: [20190614001656](#)
- Affects said premises and other property
16. The right, title or interest of Square Peg Construction, LLC, as disclosed by instrument recorded under recording number [20190614001656](#).
17. Evidence of the authority of the individual(s) to execute the forthcoming document for **62nd Avenue SW, LLC**, copies of the current operating agreement should be submitted prior to closing.
18. Potential lien rights as a result of labor and/or materials used, or to be used, for improvements to the premises. The Company reserves the right to make additional requirements prior to insuring. An indemnity agreement to be completed by the appropriate party, is being sent to the closing escrow company and must be submitted to us **prior to closing** for our review and approval. All other matters regarding extended coverage have been cleared for mortgagee's policy. Items 1 through 6 and 8 on Schedule B herein will be omitted in said extended coverage mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.
19. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
20. 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 Olson Land Company's 5th Addition to the City of Seattle recorded in [Volume 27 of Plats, Page\(s\) 12](#).
21. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: [2428306](#)
22. The terms and provisions contained in the document entitled "Memorandum of Drainage Control"  
Recorded: May 18, 2018  
Recording No.: [20180518001031](#)

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23. The terms and provisions contained in the document entitled "Condominium Sale Prohibition Covenant"  
Recorded: May 18, 2018  
Recording No.: [20180518001032](#)
24. The terms and provisions contained in the document entitled "Liquefaction-Prone Area Covenant"  
Recorded: May 18, 2018  
Recording No.: [20180518001033](#)
25. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recorded: July 11, 2018  
Recording Information: [20180711900005](#)
26. The terms and provisions contained in the document entitled "Liquefaction-Prone Area Covenant"  
Recorded: July 17, 2018  
Recording No.: [20180717000012](#)
27. The terms and provisions contained in the document entitled "Liquefaction-Prone Area Covenant"  
Recorded: July 17, 2018  
Recording No.: [20180717000013](#)
28. The terms and provisions contained in the document entitled "Off Site Accessory Parking Covenant"  
Recorded: August 27, 2018  
Recording No.: [20180827000540](#)
29. Easement, including terms and provisions contained therein:  
Recording Information: [20190523000084](#)  
In Favor of: The City of Seattle, a Washington municipal corporation  
For: Underground electric distribution
30. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by City of Seattle Unit Lot Subdivision No. 3033716-LU recorded under recording number [20191213900003](#).
31. The terms and provisions contained in the document entitled "Declaration of Reciprocal Pedestrian Access Easement"  
Recorded: June 27, 2019  
Recording No.: [20190627001428](#)
32. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: [20200130001028](#)

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## 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.

UNIT LOT Y, CITY OF SEATTLE UNIT LOT SUBDIV. NO. 3033716-LU, REC. [20191213900003](#), KING COUNTY

APN: 637300-0170-00

Property Address: 3019D 62nd Ave SW, Seattle, WA 98116

- 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. The following deeds describing the Land have been recorded within 36 months of the Commitment Date:

Recording number [20180328000779](#).

Recording number [20190215001058](#).

Recording number [20190215001059](#).

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.

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*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4209-3362410

### 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.**

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## 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; and
- (f) Schedule B, Part II—Exceptions.

### 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.

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**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>.

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**First American**

ISSUED BY

**First American Title Insurance Company**

File No: 4209-3362410

## Exhibit A

File No.: 4209-3362410

62ND AVENUE SW LLC, A WASHINGTON LIMITED LIABILITY COMPANY

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

UNIT LOT Y OF CITY OF SEATTLE UNIT LOT SUBDIVISION NO. 3033716-LU RECORDED UNDER RECORDING NO. [20191213900003](#), RECORDS OF KING COUNTY, WASHINGTON.

637300-0170-00

3019D 62nd Ave SW  
Seattle, Washington 98116

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