

October 25, 2022

Dear Hearing Examiner,

Please consider our response to the appeal by Haris and Spomenka Hodzic. The sellers, Gunnar Koll Hagen and Kitty Hagen feel the appeal is without merit and ask that the appeal be dismissed.

We will be succinct and limited in our reasoning and support materials.

First and foremost, we have been disappointed in the Hodzics fighting a home being built on this lot as they were not only fully aware when they bought the home from the Hagen's in 2017, they signed an addendum (**Exhibit 1, 2 pages**) to the Purchase Agreement stating:

"Buyer acknowledges that if the Vacant Land listing, # 1149042 (**Exhibit 2, 2 pages**) is sold to another party that a home will likely be constructed in the following year with noise typical for residential construction and that the property line between the two lots/listings has been reviewed to their satisfaction on the attached, acknowledged survey."

This is particularly galling to us in that they are portraying themselves as innocent victims while using the following words to describe the actions and/or character of the Hagens and me.

Misrepresented, blatant criminality, pretending, not doing the "right thing".

At the same time, the Hodzics appeal of the approved Master Use Permit is based on their misinterpretation of the history of 28th AVE NW and legal descriptions describing Lot 1 of Imperial Heights through the years, not the 100 years of truth they reference on the 2nd page of their appeal.

Second, the Hodzics have indicated that the Hagens and I are "...skilled in navigating City's agencies like SDCI and Assessor's office to achieve their goals while harming the public interest and safety." This is blatantly untrue. While I have been a real estate broker for 37 years, I primarily work in the resale residential area and have never been through the Historical Lot or Master Use Permit process and neither have the Hagens. The Hodzics, with all the time they have spent fighting this Master Use Permit, are more well versed about the process than the Hagens and me.

If the Hodzics truly looked at the 10-foot setback for the home from the property line that runs parallel to 28th AVE NW, they would realize that the proposed home would not block traffic views from NW 87th Street at all and there would be room for a sidewalk, which has been provided for by the Hagen's signing a No Protest Agreement as a condition of the Master Use Permit. I'm not even sure that the Master Use Permit process for a "...qualified lot of less than 3,200 square feet in area in a Single Family zone (SMC 23.44.010.B.3)" technically is supposed to address public interest and safety, but even if it does, the house we propose to build does not impact either one in the seller and my opinion.

The Hagens and I thought the main thing for the Hodzics to have a say about were windows on the east side of the proposed new home that would face the Hodzic's home and windows, so we eliminated all windows on that side.

Third, the Historical Lot process was initiated and completed prior to the Hodzics buying the home. In 2017 when looking into whether Lot 1 qualified as a Historical Lot, Koll Hagen brought up that he was

not sure that Lot 1 was 30 feet wide. Whether he said this because of the remodel sketch (page 58 of Hodzic appeal) done in 1984 is unknown, that is almost 40 years ago. What is known is that the Legal Description on the sketch is for Lot 1, 2 & 3, Block 2 of Imperial Heights addition has no mention of less county road. The Hodzics will point out that the sketch says the lot is 6860 square feet. What is important here is that this is a "sketch", not a survey. It is NOT a legal document. At that time Koll Hagen also provided the documents, **Exhibit 3, 8 pages** (Title Report from Washington Title, Real Estate Contract and Statutory Warranty Deed) from 1957 when his parents bought the home. All of these show the Legal Description being:

Lots 1, 2 and 3, Block 2, Imperial Heights Addition to the City of Ballard, according to plat recorded in Volume 14 of plats, page 56, in King County, Washington.

There is no mention of less county road as the Hodzic's now propose.

The next step performed by me was to order a preliminary title report (**Exhibit 4, 3 pages**) from Ticor Title company.

The effective date of that report(attached) is February 1, 2017. The Legal Description (**Exhibit 5, 1 page**) of that report is:

Lots 1, 2 and 3, Block 2, Imperial Heights Addition to the City of Ballard, according to the plat thereof, recorded in Volume 14 of Plats, Page(s) 56, in King County, Washington.

There is not mention of less county road as the Hodzic's now propose. A professional survey was conducted (**Exhibit 5**)

The next step performed by me was communicating with Andy McKim, Land Use Planner at SDCI on February 8, 2017. **In that email McKim addresses that no part of Lot 1 was transferred to the city. By the way, in this email McKim also covers the fact that "In some cases where the right-of-way width of an arterial is substandard, dedication is required, according to SMC 23.54.015.B.2. Construction of a single house would not trigger the dedication requirement, according to SMC 23.54.015.D.2.b.2."**

The Hodzics, as part of their historical fiction, referred to the one email on page 1 and 2 of their appeal and I paraphrase, we (Hagen and Rockwell) pretended not to know about an error at the assessor's office, we bamboozled Andy McKim about our intent, we misrepresented several items so we could profit by that, so we were not doing the right thing and that we deserved to face criminal charges.

This is insulting on many levels.

1. Andy McKim worked at the SDCI for many years. I believe he may have a law degree. I also believe he is retired now. Me pulling the wool over Andy McKim's eyes is pure fantasy.
2. This was not the only communication with Andy McKim. There was a previous email exchange on January 30th, 2017 and a follow up email that I sent on May 20 and McKim responded on May 22, 2017 (**Exhibit 6, 5 pages**). This is not bad behavior; this is me doing my job to help a client maximize the return on a family property owned 60 years. **In my opinion this proves beyond any doubt that I did NOT attempt to deceive SDCI.**

3. Perhaps what I find most frustrating of all with respect to the Hodzic appeal is that it is the same information that has been part of the Master Use Permit process that started in November of 2021. Most, if not all of the information provided in the Hodzic 80-page appeal is all old news. This information has been available to the team processing the Master Use permit since the Public Comment Review at the beginning of 2022.
4. As part of the Public Comment Review the Hodzics went to Ballard District Councilmember Dan Strauss with their concerns. Councilmember Strauss sent it on to SDCI and Christina Postlewait got back to the Hodzics and Strauss with her findings. These findings were reviewed by Michael Houston at SDCI and the following was determined. **“Based on this research, we see the property as intact and buildable” (Exhibit 7, 3 pages).**

Step 4 above was part of the meat of the Master Use Permit process from what the Hagens and I can tell. The process has taken almost a year to complete and cost about \$20,000. There is nothing left to research from what we can tell.

The Hodzic appeal seeks to overturn all this process that was done in good faith by the Hagens and me. From our perspective they are providing more of the same information to show something has been left out when the reality is they really, really don't want a home built on the lot that they knew was planned when they bought the home.

Summary – Most of the appeal is about the lot not being 30 feet wide. To the best of our knowledge this is fiction. The Hodzics have accumulated many pages of information, that from the Hagens and my standpoint are meant to confuse what we believe is the complete truth. There is no question that an eminent domain process was begun in 1917 and remained incomplete as of 1941. The Second World War occurred, and the eminent domain process was never completed for any part of Lot 1,2,3 of Imperial Heights Addition. Contrary to the Hodzic's story that contains all sorts of speculation on what did or should have happened based on non-legal documents, we have provided Legal Documents that show all of LOT 1 belonging to the Hagen family from 1957 – 2017, that continues to this day.

Please dismiss this appeal by the Hodzics. It is without merit.

Sincerely,



Jim Rockwell

7/20/2017

Exhibit 1, p. 2 of 2

IMG_20170720_204542.jpg

Addendum to 7/20/17 Purchase Agreement
Hagen to Hodzic

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 07/19/2017
between HARIS AND STOMENKA HODZIC ("Buyer")
and Gunnar Koll Hagen / Kitty V. Hagen ("Seller")
concerning 2657 NW 87th Street Seattle WA 98117 (the "Property")

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

In the event that Northwest MLS listing numbers 1149390 and 1149402 are sold separately, utilities to the properties will require easements from the adjacent listed parcel. Closing of any sale of a single parcel will be conditioned upon the execution of cross easements for utilities satisfactory to buyer and seller within 30 days of mutual acceptance, but not later than August 15th.

Buyer acknowledges that if the Vacant Land listing, # 1149402 is sold to another party that a home will likely be constructed in the following year with noise typical for residential construction and that the property line between the two lots/listings has been reviewed to their satisfaction on the attached, acknowledged survey.

[Signature] 07/21/2017

Q.K.H. 7/20/17
Q.K.H. POA for K.V.H.
J.H. 7/20/17
J.H. 7/20/17

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain Unchanged.

31

Buyer's initials Date Buyer's initials Date Seller's initials Date Seller's initials Date

[Signature] 07/21/2017

POA for K.V.H.

7/20/2017

IMG_20170720_204345.jpg

Exhibit 1, p. 1 of 2

Front Page, Purchase Agreement, Hagen to Hodzic

Form 21
Residential Purchase & Sale Agreement
Rev. 2/17
Page 1 of 5

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

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7/20/17

- 1. Date: July 19, 2017 MLS No.: 1157502 Offer Expiration Date: 07/20/2017
- 2. Buyer: Hads and Spomenka Hodzic A married couple
- 3. Seller: Gunner Koll Hagen Kitty V. Hagen
- 4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 35668002-01
2657 NW 87th St Seattle King WA 98117
- 5. Included Items: stove/range, refrigerator, washer, dryer, dishwasher, hot tub, fireplace insert, wood stove, satellite dish, security system, attached television(s), attached speaker(s), microwave, generator, other
- 6. Purchase Price: \$ 700,000.00 Seven Hundred Thousand Dollars
- 7. Earnest Money: \$ 10,000.00 Check; Note; Other (held by Selling Firm; Closing Agent)
- 8. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- 9. Title Insurance Company: Ticor Title Insurance Co.
- 10. Closing Agent: First American Escrow - Kirkland Sharon VonCinsen
- 11. Closing Date: 08/24/2017 Possession Date: on Closing; Other
- 12. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
- 13. Charges/Assessments Levied Before but Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
- 14. Seller Citizenship (FIRPTA): Seller is; is not a foreign person for purposes of U.S. Income taxation
- 15. Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
- 16. Addenda: 22A(Financing) 22D(Optional Clauses) 22J(Lead Disclosure) 22K(Utilities)
 22I(Title Contingency) 34(Addendum) 35(Inspection)

7/20/17 x JM 7/20/17

OK H 7/20/17
OK H POA for KH H

JKVH 07/21/2017

Buyer's Signature: [Signature] Date: 7/19/17

Buyer's Address: 121 NW 85th Street, Apt 214
Seattle, WA 98117

Phone No: (206) 300-3017 Fax No: (206) 971-5048

Buyer's E-mail Address: bkuyac@gmail.com

Selling Firm: RSVP Real Estate MLS Office No: 5652

Selling Broker (Print): Dranslav Kuyac MLS LAG No: 61338

Firm Phone No: (425) 214-7555 Broker Phone No: (206) 300-3017 Firm Fax No: (888) 771-8838

Selling Firm Document E-mail Address: Office@rsvpRE.com

Selling Broker's E-mail Address: bkuyac@gmail.com

Selling Broker DOL License No: 92697 Selling Firm DOL License No: 8184

Authentisign: Kitty V. Hagen 07/21/2017

Seller's Signature: [Signature] Date: 7/20/17

Seller's Address: 2657 NW 87th St
Seattle, WA 98117

Phone No: (206) 235-3563 Fax No: [Blank]

Seller's E-mail Address: gkoll64@gmail.com

Selling Firm: Rockwell Realty LLC MLS Office No: 5671

Selling Broker (Print): Jim Rockwell MLS LAG No: 7459

Firm Phone No: (425) 822-0835 Broker Phone No: (206) 226-6856 Firm Fax No: (206) 632-0097

Selling Firm Document E-mail Address: Joca@RockwellRealtyLLC.com

Selling Broker's E-mail Address: jimrockwell@yahoo.com

Selling Broker DOL License No: 9532 Listing Firm DOL License No: 8664

JAR

Exhibit 2, p. 1 of 2
Vacant Land 360 Property View

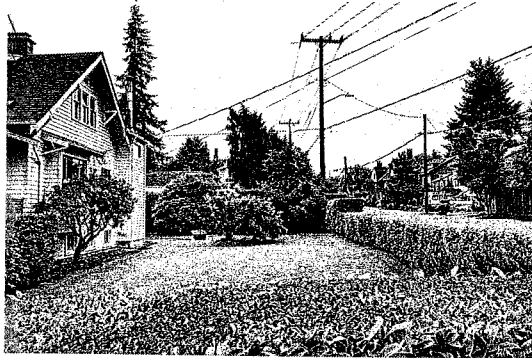
NW 87th St, Seattle, WA 98117

Listing

MLS#: **1149402**
Community: **North Beach**
School District: **Seattle**
Potential Terms: **Cash Out, Conventional**

Status: **Cancelled (07/08/2017)**
Area: **705 - Ballard/Greenlake** CDOM: **7**
Lot Size: **.067 ac/2,940 sf**

Listing Price: **\$400,000**
Original LP: **\$400,000**



Marketing Remarks

Nice level 2,940 sq ft lot w/pleasant view of Puget Sound looking north to Edmonds. It is Lot 1, Imperial Heights Addition to the city of Ballard and was recently segregated from King County tax parcel 3566800240, which is the home to the east w/address 2657 NW 87th St and is on Lots 2 & 3 of Imperial Heights ADD and is listed at \$800,000, MLS #1149390. Survey is available showing 2657 prior to segregation. The "yellow tap" running north/south shows a close approximation of the property line.

Broker Remarks

Listing has been canceled and re-listed on Saturday, 7/8. Please do not call seller soliciting canceled listing.

Showing Info:

Offers: **Seller intends to review offers upon receipt**

Directions: **North on 15th or 24th AVE NW to NW 85th. Go west on NW 85th to 28th AVE NW, go north 2 blocks to NW 87th St. From I-5, west on N 85th Street, turns into NW 85th, go to 28th AVE NW, go North to 87th.**

Broker/Brokerage Information

Broker: **Jim Rockwell (7459)**
Office: **Rockwell Realty LLC**
Firm Document Email: **docs@RockwellRealtyLLC.com**
Compensation: **2%**

Broker Phone: **(206) 226-6856**
Office Phone: **(425) 822-0835**
Office Fax:
Compensation Comments:

Owner Information

Owner Name: **Gunner Koll Hagen**
Owner Name 2: **Kitty V. Hagen**

Owner Phone: **(206) 235-3563**
Owner City: **Seattle, WA**

General Information

Property Type: **Vacant Land**
County: **King**
Lot Number: **1** Block: **2**
Lot Size: **.067 ac/2,940 sf** Lot Size Source: **KCAR**
HOA: HOA Dues: **0**
School District: **Seattle**

TaxID: **3566800235**
State: **Washington**
List Date: **06/23/2017** Expir Date: **08/23/2017**
Price/Lot SqFt: **\$136.05**
HOA Dues Freq:

Listing Information

Style Code: **40 - Res-Less thn 1 Ac**
General Zoning Classification: **Residential**
Sketch Submitted: **No**
Possession: **Closing**
Potential Terms: **Cash Out, Conventional**
Restrictions: **No Restrictions**

Zoning Jurisdiction: **City**
Zoning Code: **Seattle**
Short Term Rental:
Senior Exemption: **No**

Additional Property Information

Annual Taxes: **\$1,004.00** Tax Year: **2017**
Prohibit Blogging: **Yes** Bank/RE Owned: **No**
Right of First Refusal: **No** FIRPTA:
Plat/Subdivision/Building Name: **Imperial Heights Ballard**
Lot Dim: **98' X 60'**
3rd Party Approval Required: **None**

Preliminary Title Ordered: **Yes** Form 17: **Provided**
Auction: **No**
Common Interest Cmty:
Quarter (Sec/Twn/Rng):

Site Information

Road Information: **Paved**
View: **Territorial**
Lot Details: **Alley, Paved Street**
Improvements:
Level: **Nice level lot, NW 87th on the north.**

Topography: **Level**
Slope:

Utility Information

Sewer: **In Street**
Electricity: **In Street**
Survey Information: **Survey of Lots 1,2,3**
Water Jurisdiction: **City of Seattle**
Water: **In Street**

Gas: **In Street**
Easements: **Easement addendum**

Selling Information

2657 NW 87th St, Seattle, WA 98117

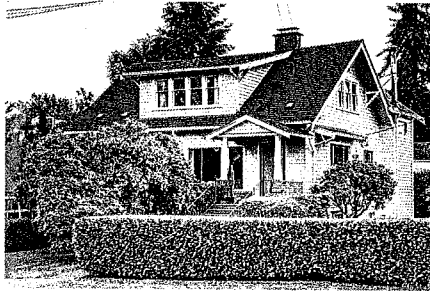
Listing

MLS#: **1157502**
Community: **North Beach**
Bedrooms: **3** Bathrooms: **2**
School District: **Seattle**
Potential Terms: **Cash Out, Conventional**

Status: **Sold (08/28/2017)**
Area: **705** CDOM: **28**
SqFt: **2,460** Lot Size: **.135 ac/5,880 sf**

Listing Price: **\$757,000**
Original LP: **\$757,000**
SP%LP: **92.47%**
Sold Price: **\$700,000**

2017



Marketing Remarks

Great formal living & dining room on the main floor w/hardwood floors. Remodeled kitchen and family room addition w/vaulted ceiling & soaring floor to ceiling windows. Upstairs has 2 bedrooms, den & bonus room looking into family room below. Storage down, sauna w/adjacent shower & large 1+ car garage. Lot is nice size at 5,880 square feet. Lot to west, MLS #1149402 is being sold separately. New roof and exterior paint in last 2 years. Stately, solid home w/couple upgrades left to personal taste!

Public Remarks

Broker Remarks

Ticor title and escrow please. There is a survey online and hard copy available for interested buyers. Yellow tape marks property line. Home on new lot will be around \$1,000,000 adding value to this home. Lots south of 85th average 5,000 sq. ft.

Showing Info: **Appointment, Owner-Call First, See Remarks**
Offers: **Seller intends to review offers upon receipt**

Directions: **North on 15th or 24th AVE NW to NW 85th. Go west on NW 85th to 28th AVE NW, go north 2 blocks to NW 87th St. From I-5, west on N 85th Street, turns into NW 85th, go to 28th AVE NW, go North to 87th.**

Broker/Brokerage Information

Broker: **Jim Rockwell (7459)**
Office: **Rockwell Realty LLC**
Firm Document Email: **docs@RockwellRealtyLLC.com**
Compensation: **2.5%**

Broker Phone: **(206) 226-6856**
Office Phone: **(425) 822-0835**

Compensation Comments:

Owner/Occupant Information

Owner Name: **Gunner Koll Hagen**
Owner Name 2: **Kitty V. Hagen**
Owner City: **Seattle, WA**

Occupant Type: **Owner**

Occupant Name: **Koll and Kitty**
Owner Phone: **(206) 235-3563**
Phone to Show: **(206) 235-3563**

General Information

Property Type: **Single Family**
Project: **Imperial Heights Ballard**
Year Built: **1916**
County: **King**
SqFt: **2,460**
SqFt Source: **KCAR**
Bedrooms: **3**
Fireplace Type(s): **Wood**
Bathrooms: **2**
Parking Type: **Garage-Attached**
Roof: **Composition**
School District: **Seattle**

Sub Type: **Residential**
Lot Number: **2 & 3**
State: **Washington**
SqFt Finished: **1,630**
Lot Size: **.135 ac/5,880 sf**
Full Bathrooms: **1**

Builder:
SqFt Unfinished: **830**
Lot Size Source: **KCAR**
Fireplaces: **2**
3/4 Baths:
Total Covered Parking: **1**
Basement: **Partially Finished**
List Date: **07/08/2017**

Tax ID: **3566800240**
Block: **2**
Price/SqFt: **\$284.55**
Lot Dim: **98' X 60'**
Half Baths: **2**
Expire Date: **08/23/2017**

Homeowner Association:

HOA Dues:

HOA Dues Freq:

Monthly Rent:

Listing Information

	L	M	U	S
# Beds:		1	2	
Bath Full:			1	
Bath 3/4:				1
Bath 1/2:	1	1		
Fireplaces:			2	
ExtraFinRm	X			
UtilityRoom	X			
Den/Office			X	
BonusRoom			X	
FamilyRoom		X		
KIT w/o ES		X		
DiningRoom		X		
LivingRoom		X		
Entry		X		

Potential Terms: **Cash Out, Conventional**
Building Condition: **Good**
Senior Exemption: **No**
Leased Equipment: **None**
Architecture: **Craftsman**
Foundation: **Poured Concrete**
View: **Territorial**
Zoning Code: **Seattle**
Lot Topography/Vegetation: **Fruit Trees, Level**
Lot Details: **Alley, Paved Street**
Floor Covering: **Ceramic Tile, Hardwood**
Appliances: **Dishwasher, Range/Oven, Refrigerator**
Interior Features: **Dining Room, French Doors, Sauna, Vaulted Ceilings**
Site Features: **Cable TV, Deck**

Building Info: **Built On Lot**

Short Term Rental:
Style Code: **18 - 2 Stories w/Bsmnt**
Exterior: **Wood**

Zone Jurisdiction: **City**

Additional Property Information

Annual Taxes: **\$4,527.00**
Prohibit Blogging: **Yes**
Right of First Refusal: **No**
New Construction: **No**
Possession: **Closing**
3rd Party Approval Required: **None**

Tax Year: **2017**
Bank/RE Owned: **No**
FIRPTA: **No**

Preliminary Title Ordered: **Yes** Form 17: **Provided**
Auction: **No**
Common Interest Cmty:
New Construction State:
Pool:

Utility Information

Transit Nearby: **Yes**
Sewer: **Sewer Connected**
Water Source: **Public**
Energy Source: **Oil**
Water Heater Type/Location: **Electric / Basement**
Heating/Cooling Type: **Forced Air**

Transit Route: **40 & 18X**
Sewer Company: **City of Seattle**
Water Company: **City of Seattle**
Power Company: **City of Seattle**

Selling Information

Pending Date: **07/21/2017**
Sold Date: **08/25/2017**
Financing: **Conventional**
Buyer Broker: **Branislav Kuvac**

Original Price: **\$757,000**
Sold Price: **\$700,000**
Seller's Concessions: **No**

List Price: **\$757,000**
Sold Price % List Price: **92.47%**
Purchaser: **Hodzic**
Buyer Brokerage Office: **RSVP Real Estate**

Purchaser
Hodzic

Exhibit 3, 8 pages

1 of 8

15586

WASHINGTON TITLE INSURANCE COMPANY

Title, 1 of 5

SEATTLE 4, WASHINGTON

PURCHASER'S POLICY

AMOUNT \$ 12,000.00

PREMIUM \$ 72.00

POLICY No. B-552961

For value, WASHINGTON TITLE INSURANCE COMPANY, hereinafter called the company, a corporation incorporated under the laws of the State of Washington and duly authorized by the State Insurance Commissioner to insure titles, does hereby insure, subject to the annexed conditions, hereby made a part of this policy,

GUNNAR K. HAGEN and MARGIT HAGEN, his wife,

representatives (if a corporation, its successors) and assigns, hereinafter called the insured, against loss or damage not exceeding

TWELVE THOUSAND - - - - - Dollars,

which the insured may sustain by reason of any defect in the title of

WILLIAM SLEPICA,

hereinafter referred to as the seller, to all the estate or interest in the premises specified and described in Schedule A, hereto annexed and hereby made a part of this policy, or by reason of liens or encumbrances charging the same, at the date of this policy, save and except this policy does not insure against loss or damage by reason of any estate or interest, defect, lien, encumbrance or objection noted in annexed Schedule B, which is a part hereof. Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the insured with and as prescribed in said conditions, and not otherwise.

IN WITNESS WHEREOF, WASHINGTON TITLE INSURANCE COMPANY has caused these presents to be authenticated by the facsimile signature of its President, and its corporate name and seal to be hereunto affixed; but this policy is not valid unless attested by the Secretary or an Assistant Secretary.

Dated this 12th day of December, 1957, at 8:30 o'clock A. M.

WASHINGTON TITLE INSURANCE COMPANY



George B. Garber

By

President

M. E. Pickrell

Attest:

Assistant Secretary

EX 3, 20P8
Title 2 of 5

POLICY No. B-552961

SCHEDULE A

1. The estate or interest of the seller covered by this policy.

Fee simple estate, as his separate estate.

Legal Description

2. The premises in which the seller has the estate or interest covered by this policy.

Lots 1, 2 and 3, block 2, Imperial Heights Addition to the City of Ballard, according to plat recorded in volume 14 of plats, page 56, in King County, Washington.

SCHEDULE B

This policy does not insure against:

1. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.
2. The existence of roads or ways not established of record, or existence of county roads.
3. Rights or claims of persons in possession, not shown of record; rights claimed under instruments of which no notice is of record and rights or claims based upon facts of which no notice is of record but of which the insured has notice; material or labor liens of which no notice is of record; liens created under the Workmen's Compensation Act.
4. Exceptions and reservations in United States patents; any governmental action based upon the claim that any part of said premises is the bed of navigable waters; action by any governmental agency for the purpose of regulating occupancy or use of said premises or any building or structure thereon.
5. General taxes not yet payable; matters relating to special assessments and special levies, if any, preceding the same becoming fixed and shown as a lien.
6. Contract of sale in favor of the insured, Gunnar K. Hagen and Margit Hagen, his wife, under auditor's file No. 4857682.
(Excise Tax Receipt No. E-282880)
7. Service, installation or construction charges for sewer, water or electricity.

(End of Schedule B)

Title, 3 of 5

EX 3, 4 of 8

CONDITIONS OF THE POLICY

1. **NOTICE OF DEFECT, SUIT OR ACTION:** The Company shall have the right to, and will, at its own cost, defend the insured in all suits, actions or proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior in date to this policy and not excepted herein; reserving, however, the option at any time of settling the claim or paying the policy in full. In case any such suit, action or proceeding shall be instituted it shall be the duty of the insured at once to give notice thereof in writing to the company at its Home Office, and, if the insured is a party to such suit, action or proceeding, to secure to the company, within ten days after service of the first process upon the insured, the right to defend such suit, action or proceeding in the name of the insured so far as necessary to protect the insured, and to render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the company with regard to the subject matter of such suit, action or proceeding shall cease and be determined; provided, however, that failure to give such notice shall in no case prejudice the insured if the insured shall not have any knowledge of such suit, action or proceeding.

2. **CLAIM OF LOSS; PAYMENT OF LOSS:** In the event of final judicial determination by a court of competent jurisdiction, under which the insured is dispossessed or deprived of the premises covered hereby or the estate or interest insured is impaired by reason of any adverse interest, lien or encumbrance not excepted herein, or, if this policy covers a mortgagee's interest, and such final judicial determination shall defeat or impair the mortgagor's title to all or any part of said premises or establish the priority to the mortgage of a lien or encumbrance not excepted in this policy, claim may be made hereunder, provided the conditions have been complied with in all respects. A statement in writing of any loss or damage, for which it is claimed the company is liable under this policy, shall be furnished to the company within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue under this policy until thirty days after such statement shall have been furnished and no recovery shall be had under this policy unless an action shall have been commenced thereon within one year after the expiration of said thirty days.

3. **LIMIT OF LIABILITY; SUBROGATION:** The Company may at any time pay this policy in full, whereupon all liability of the company shall terminate. The total liability under this policy, exclusive of costs (the costs not including in any case fees of counsel or attorneys employed by the insured), shall in no case exceed the face of the policy, and every payment by the company shall reduce the policy by the amount paid. When the company shall have paid a loss under this policy it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall forthwith transfer all such rights to the company accordingly. If the payment made by the company does not cover the loss of the insured, such subrogation shall be proportionate. In case this policy covers a mortgagee's interest only, the company may pay the insured the entire mortgage indebtedness, with interest at the rate specified in the mortgage, and thereupon the insured shall assign and transfer to the company the mortgage and the indebtedness secured thereby, together with all instruments evidencing or securing the same, or shall convey to the company any estate lawfully vested in the insured by virtue of acquisition of said premises, and all liability of the company shall thereupon terminate. Demand for payment must be accompanied by production of the policy for endorsement of such payment. If the policy be not so produced, indemnity satisfactory to the company must be furnished.

4. **REFUSAL TO PURCHASE ESTATE:** The Company shall not be liable for any loss or damage resulting from the refusal of any party to enter into, or carry out, any contract respecting the estate or interest insured.

5. **LIABILITY UNDER MORTGAGEE'S POLICY:** If this policy covers a mortgagee's interest only and any insured acquires said premises, or any part thereof, by foreclosure, or in other legal manner, in satisfaction of said indebtedness, or any part thereof, or under FHA insurance contract, this policy shall continue in force in favor of such insured, and each successor in interest in ownership, subject to all of the conditions hereof applicable to an owner of land.

6. **ASSIGNMENT OF POLICY:** The obligations of the Company under this policy shall extend to the Insured above named; to anyone to whom this policy may be assigned in writing endorsed hereon; to the executors, administrators, heirs and devisees of the Insured; and to any assignee of any mortgage which may be insured by this policy. The "Insured," when heretofore mentioned, refers to each party separately to whom the Company is, at the time referred to, obligated under the terms of this policy.

Title 5 of 5 EX 3, 5 of 8

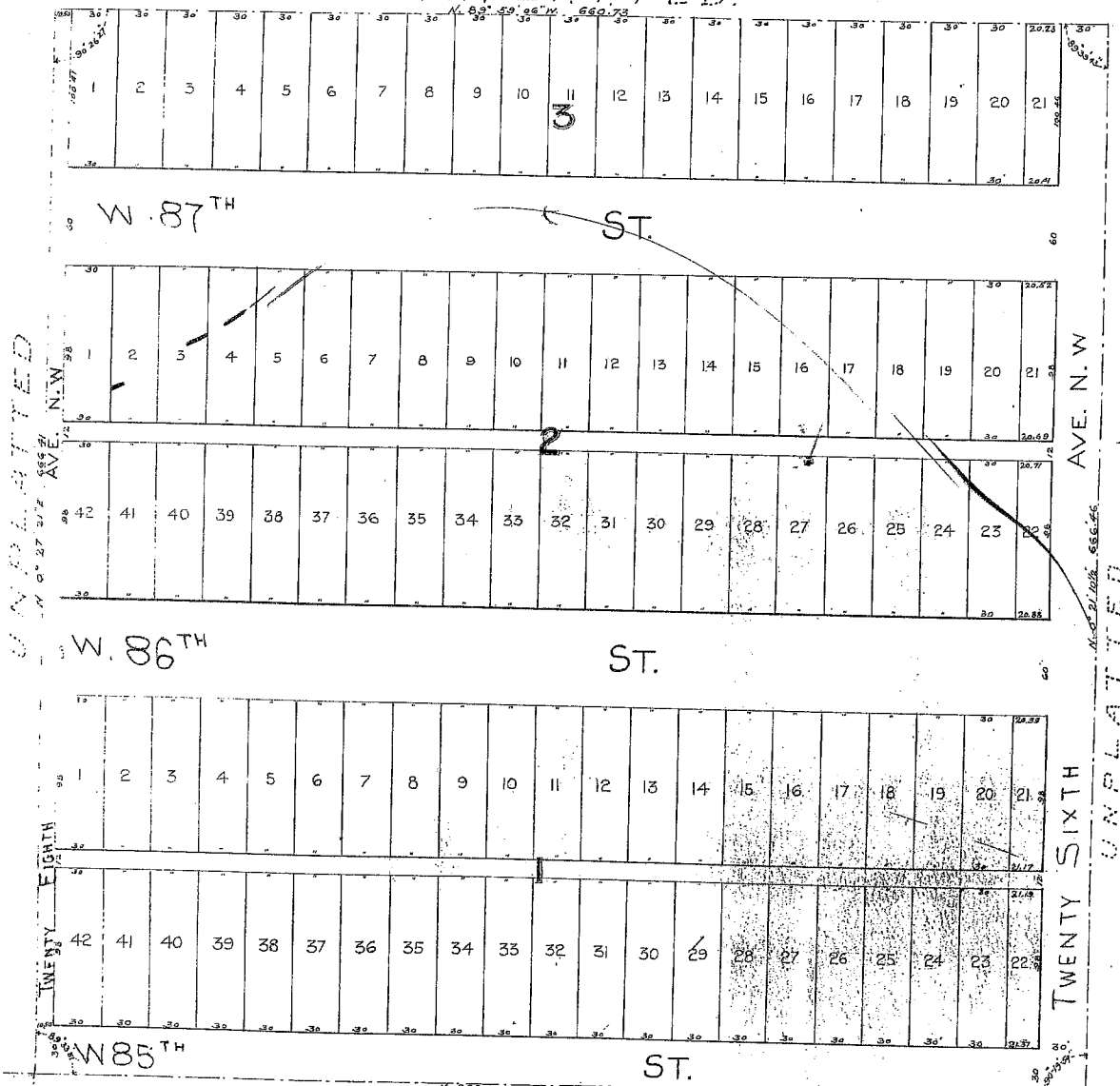
IMPERIAL HEIGHTS ADDITION

TO THE
CITY OF BALLARD, WASH.

Scale: 1 in = 60 ft.

UNPLATTED.

H.T. Boston
Civil Engineer.
Ballard Wash.



UNPLATTED

AVE. N.W.

TWENTY SIXTH UNPLATTED

DESCRIPTION:

This plat of IMPERIAL HEIGHTS ADDITION TO THE CITY OF BALLARD, WASH. comprises all of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 35, Township 26 N., Range 3 E. of Willamette Meridian. All dimensions are as shown on plat.

Examined and approved this 1st day of January, A. D. 1908.

County Surveyor
King County, Washington.

DEDICATION:

Know all men by these presents that the E.B. Cox Investment Company, a Corporation of the State of Washington, by E.B. Cox Manager and John Stewart Secretary, owner in fee simple of the above described tract of land, does by these presents declare this plat and dedicate to the use of the public forever all Streets and Avenues shown thereon.

In Witness whereof the E.B. Cox Investment Company has set its hand and caused to be affixed its corporate seal this 22nd day of December, A. D. 1906.

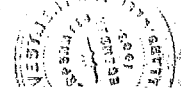
E.B. Cox Investment Co.
By: *E.B. Cox* Manager.
John Stewart Secretary.

ACKNOWLEDGEMENT:

State of Washington
County of King

This is to certify that on this 22nd day of December, A. D. 1906, before me a duly qualified Notary Public in and for said State and County, personally appeared E.B. Cox and John Stewart personally known to me to be the Manager and Secretary of the E.B. Cox Investment Company, and they acknowledged to me that they executed the foregoing plat and sealed and signed the same for the aforesaid company as their free and voluntary act and deed for the uses and purposes therein mentioned.

W. L. T. ...
Notary Public in and for the State of Washington,
County of King, residing in Ballard.



Statutory Warranty Deed



EX 3, 1 of 8

84/03/16
RECD F
CASHSL

#0638 B
3.00
***3.00

FILED for Record at Request of:

Name: Merrick, ~~W. Stead~~ Lindsay
Address: 700 North Ave
Seattle 98104

Mail to

Send Tax Statement to

Statutory Warranty Deed - p 1 of 2

Form 467- 1-REV

THE GRANTOR WILLIAM SLEPICA, as his separate estate

for and in consideration of TEN (\$10.00) DOLLARS, and other good and valuable considerations

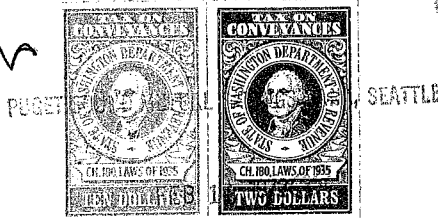
in hand paid, conveys and warrants to GUNNAR K. HAGEN and MARGIT HAGEN, his wife

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

Lots 1, 2 and 3, block 2, Imperial Heights Addition to the City of Ballard, as per plat recorded in volume 14 of plats, page 56, in said county.

8403160638

Legal Description



EXCISE TAX NOT DECLARED

S. Millard

This deed is given in fulfillment of that certain real estate contract of even date, and the warranties herein are expressly limited to said date.

Subject to: All easements, restrictions, and reservations of record.

Dated this 4th day of November, 1957

STATE OF WASHINGTON
COUNTY OF KING

MAR 16 12 52 PM '84

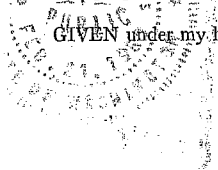
STATE OF WASHINGTON,
County of King } ss.

William Slepica (SEAL)

On this day personally appeared before me William Slepica

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of November, 1957



Notary Public in and for the State of Washington, residing at Seattle

Ex 3, 7 of 8

Statutory Warranty Deed - v2 of 2

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The purchaser shall have the right to make delinquent payments due by the seller or others on prior contracts, mortgages or encumbrances which are liens on this property, and by such payment have credit allowed purchaser on this contract as of date of payment.

The seller has procured or agrees, within sixty days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises, subject to the provisions herein provided for.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:
2657 West 87, Seattle, Washington

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Emmer K. Hager (SEAL) *William Slepica* (SEAL)
Margit Hager (SEAL) _____ (SEAL)

STATE OF WASHINGTON, }
County of King } ss.

On this day personally appeared before me **William Slepica**

to me known to be the individual described in and who executed the within and foregoing instrument, acknowledged that **he** signed the same as **his** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **6th** day of **November, 1955**

William Slepica
Notary Public in and for the State of Washington,
residing at **Seattle**

FILED FOR RECORD AT REQUEST OF
WASHINGTON TITLE COMPANY
719 SECOND AVE.
SEATTLE 4, WASHINGTON



4857682

Real Estate Contract

FROM

RECORDED
VOL 3742 OF Deeds
PAGE 551 REQUEST OF
1957 DEC 12 AM 8 30
ROBERT A. MORRIS AUDITOR
KING COUNTY WASH.

WASHINGTON
TITLE INSURANCE
COMPANY

SEATTLE, WASHINGTON 98106

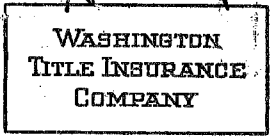
Mail to NORTHWEST BONDED ESCROWS, INC.
823 Second Avenue
SEATTLE 4, WASH.

Send Tax Statement to
[Signature]

EX 3. p8 off

1001006

VOL 3742 PAGE 351 L 137



REAL ESTATE CONTRACT

1 of 1

THIS AGREEMENT, made and entered into this 4th day of November, 1957

between WILLIAM SLEPICA, as his separate estate

hereinafter called the "seller," and GUNNAR K. HAGEN and MARGIT HAGEN, his wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate, with the appurtenances, situate in the County of King State of Washington, to-wit:

lots 1, 2 and 3, block 2, Imperial Heights Addition to the City of Ballard, as per plat recorded in volume 14 of plats, page 56, in said county.

Legal Description

Subject to: All easements, restrictions, and reservations of record.

The terms and conditions of this contract are as follows: The purchase price is TWELVE THOUSAND AND NO/100 (\$ 12,000.00) Dollars, of which TWO THOUSAND AND NO/100 (\$ 2,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: EIGHTY AND NO/100 (\$ 80.00) Dollars or more on or before the 1st day of February, 1958, and EIGHTY AND NO/100 (\$ 80.00) Dollars, or more, on or before the 1st day of each and every month thereafter until the entire purchase price, including interest on the unpaid portion thereof at the rate of six (6%) per cent per annum, has been fully paid. The monthly payment herein provided shall include both principal and interest, said monthly payment to be applied first to accrued interest and the balance applied to principal.

Interest to begin on the 1st day of January, 1958. This contract to be collected in a place designated by the seller.

SALES TAX LIEN PAID DEC 11 1957 A. A. TREMPER KING COUNTY TREASURER

When balance of purchase price equals balance of prior contracts, mortgages or other outstanding encumbrances on the property herein, said purchaser shall be entitled to a deed, subject to said encumbrances, provided purchaser has fulfilled all other commitments required of him by this contract.

The purchaser is entitled to take possession of said premises on date of closing unless otherwise determined by the parties.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

Exhibit 4, p 1 of 3

ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number:

70065577

Issued By agent:



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

Ticor Title Company
437 - 29th St NE, Ste. B
Puyallup, WA 98372

Countersigned By:

Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)



Ex 4, p. 2 of 3

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Mike Wilson Ticor Title Company 437 - 29th St NE, Ste. B Puyallup, WA 98372 Phone: 253-765-7258 Fax: 877-521-9938 Main Phone: (425)255-7472 Email: mike.wilson@ticortitle.com	

SCHEDULE A

ORDER NO. 70065577

1. Effective Date: February 1, 2017 at 08:00 AM
2. Policy or (Policies) to be issued:
 - a. ALTA Homeowner's Policy of Title Insurance 2010

Proposed Insured:	To Be Determined	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Rate:	Homeowner's	
Total:		To Be Determined
 - b. ALTA Loan Policy 2006

Proposed Insured:	To Be Determined	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Rate:	Lender Simultaneous Extended	
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:

Gunnar Koll Hagen and Kitty V. Hagen, husband and wife
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

Legal Description next page



Exhibit 4, p. 3 of 3

EXHIBIT "A"
Legal Description

LOTS 1, 2 AND 3, BLOCK 2, IMPERIAL HEIGHTS ADDITION TO THE CITY OF BALLARD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGE(S) 56, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

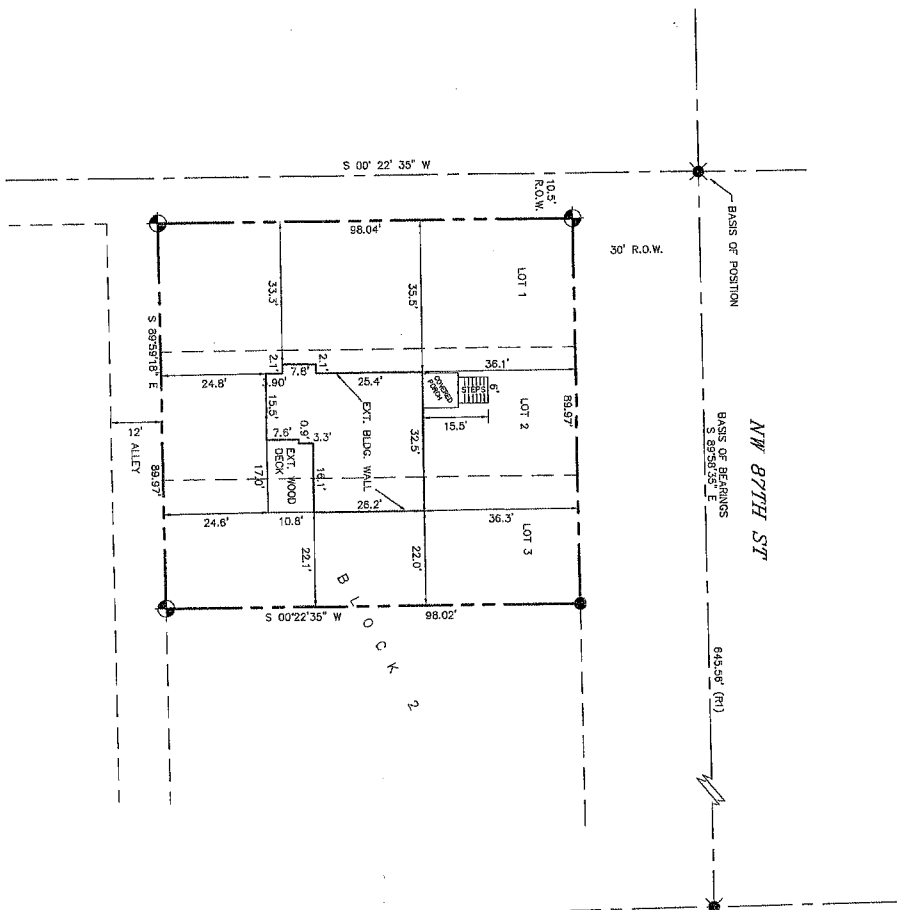
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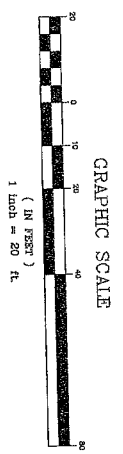


Exhibit 5, 1 page

MERIDIAN = IMPERIAL HEIGHTS ADD. TO THE CITY OF BALDARD, RECORDED IN VOL. 14 OF PLATS, PAGE 98



- LEGEND**
- SET 1/2" DIA. REBAR W/SURVEY CAP U.S. No. 33135.
 - ⊗ FOUND CONCRETE MONUMENT IN CASE.
 - FOUND 5/8" IRON ROD.



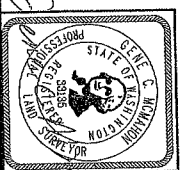
LEGAL DESCRIPTION
 LOTS 1, 2 AND 3, BLOCK 2, IMPERIAL HEIGHTS ADDITION TO THE CITY OF BALDARD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 98 IN KING COUNTY, WASHINGTON.

REFERENCES

R1 RECORD OF SURVEY KING COUNTY REC. NO. 8909289018.

NOTES

4. THIS SURVEY SHOWS EXISTING CONDITIONS AT THE TIME OF THE SURVEY ONLY. (04/15/2017).
5. DIMENSIONS TO BOUNDARY LINES ARE AT 90° TO THE BOUNDARY LINES.



McMAHON LAND SURVEYING
 Land Surveying and Mapping
 Kent, Washington 98030-8204
 730 Wynwood Dr.
 1-25-2017
 (253) 850-9077

TAX PARCEL No. 356680-0240		OWNER	
KOLL HAGEN			
SITE ADDRESS - 2857 NW 87TH ST, SEATTLE, WA 98117			
BOUNDARY SURVEY			
HOUSE LOCATION			
DATE	SCALE	BY	CHECKED
04/27/2017	1 INCH EQUALS 20 FEET	KOLL HAGEN	KOLL HAGEN
PROJECT	DATE	BY	CHECKED
BOUNDARY SURVEY	04/27/2017	N/A	N/A
SHEET 1			OF 1

EX 6, 10 of 5

From: Jim Rockwell [mailto:jimrockwell@yahoo.com]
Sent: Monday, January 30, 2017 12:41 PM
To: McKim, Andy <Andy.McKim@seattle.gov>
Subject: Question from Jim Rockwell on a property in the Crown Hill neighborhood.

Hi Andy,

I hope your 2017 is off to a good start. I have a potential client who owns a home just north of NW 85th and bordering 28th AVE NW. The home was built in 1916 and appears to have multiple lot numbers. I did a little research and it looks like the area was outside of Seattle's city limits at NW 85th when initial zoning laws were established in 1923. I was not clear on when the area north of 85 was annexed, although it appears it did happen by 1958, with zoning laws again updated in 1973.

There are numerous newer homes in the neighborhood (same street, NW 87th) that are on lots that are 3,000 square feet plus or minus. I have attached the owners tax parcel data and two maps, one showing that the zoning is clearly SF 7200, the second showing where the subject property is and the numerous homes on the 3,000 square foot lots.

The owner is building a home in Anacortes and will be selling in the near future, most likely in the fall of 2017. Any information you can provide on his or a builder's ability to take the steps necessary to build on two lots would be appreciated.

Also, I believe at one time there was a more formal process for a relatively modest fee that a homeowner could take where they have the city provide a fairly reliable report on the homeowner's ability to take their existing home on a lot that was built before certain zoning laws were established and divide it into two even though the existing lot is not large enough to divide into two lots based on current zoning.

Please let me know if I am on the right track on what that formal process is, the cost and about what the time is to go from start to finish.

If you have any questions you need answered by me please email or call, whatever is easiest.

All the best,

Jim

Jim Rockwell / Designated Broker
DIRECT 206.226.6856 FAX 206.632.0097
EMAIL Jim@RockwellRealtyLLC.com
WEB www.RockwellRealtyLLC.com

EX 6, 10 2 of 5

RE: Question from Jim Rockwell on a property in the Crown Hill neighborhood.

From: McKim, Andy (andy.mckim@seattle.gov)

To: jimrockwell@yahoo.com

Date: Monday, January 30, 2017 at 02:19 PM PST

Hi, Jim.

We do still prepare legal building site opinion letters, though the fee is not as modest as it once was. The fee is currently \$1260, which covers up to four hours of research and analysis. (If more time is required, we charge \$315/hr., but additional fees generally are not needed.) To request an legal building site letter, you would need to submit a "Miscellaneous SDCI Services Request" form and a "Statement of Financial Responsibility" along with the payment. Those forms are on this menu, alphabetically, under "miscellaneous" and "statement": <http://www.seattle.gov/dpd/permits/forms/default.htm>. Note that the fees stated on the form are not up-to-date.

The area you have asked about was annexed in 1952 or 1954. We would not have an original building permit for the house on file, as the Assessor's records show it was built in 1916. It is possible that there are microfilmed records of later additions or improvements. The site consists of three platted lots, Lots 1, 2 and 3, Block 2, Imperial Heights Addition to Ballard. From the aerial photos it appears likely that the house is entirely on Lots 2 and 3, and does not require Lot 1 in order to meet development standards. Based on that, Lot 1 appears to qualify for the "Historic Lot Exception" from the minimum lot area requirement, under SMC 23.44.010.B.1.d. However, some limits would apply: The lot is 98' x 30', so it has an area of 2,940 square feet. Because it is less than 3,200 square feet in area, a special exception would be required to develop Lot 1 as a separate building site, according to SMC 23.44.010.B.3. Also, the structure height would be limited under SMC 23.44.012.A.2 and .3, based on the fact that the lot is only 30 feet wide and the lot is less than 3,200 square feet in area.

I hope this information is helpful to you.



Andy McKim

Land Use Planner—Supervisor

City of Seattle Department of Construction and Inspections

P.O. Box 34019, Seattle, WA 98124-4019

P: 206.684.8737 | F: 206.233.7902 | andy.mckim@seattle.gov

"As stewards and regulators of land and buildings, we preserve and enhance the equity, livability, safety and health in our communities."



EX 6, p 3 of 5

RE: Additional question from Jim Rockwell on a property in the Crown Hill neighborhood prior to going in for Legal Building Site Opinion letter.

From: McKim, Andy (andy.mckim@seattle.gov)

To: jimrockwell@yahoo.com

Date: Wednesday, February 8, 2017 at 03:41 PM PST

Hi, Jim.

The quarter-section map that I am able to view on my computer does not reflect that any portion of Lot 1 was lost through dedication for street. The lot as shown on our current maps has the same dimensions as Lot 1, Block 2 in the original 1907 plat. In preparing a legal building site letter we could look to see if there was a deed to the City, but when that happens, typically there is an accepting ordinance that is reflected on the quarter-section map.

Twenty-eighth Avenue NW is designated as an arterial, and according to SDOT's right-of-way improvement manual, the required right-of-way is 60 feet wide. (See: http://www.seattle.gov/transportation/sim_arterial_list.htm.) The actual width of the 28th Avenue NW right-of-way at this point is about 40 feet. In some cases where the right-of-way width of an arterial is substandard, dedication is required, according to SMC 23.54.015.B.2. Construction of a single house would not trigger the dedication requirement, according to SMC 23.54.015.D.2.b.1, but it appears an additional setback could be required, in lieu of a dedication, based on SMC 23.54.015.D.2.b.3 and 23.54.015.D.1.b. You may wish to look at those code provisions and if you have questions, talk to a Land Use Planner in our Applicant Services Center on the 20th floor.



Andy McKim
Land Use Planner—Supervisor

City of Seattle Department of Construction and Inspections
P.O. Box 34019, Seattle, WA 98124-4019
P: 206.684.8737 | F: 206.233.7902 | andy.mckim@seattle.gov

"As stewards and regulators of land and buildings, we preserve and enhance the equity, livability, safety and health in our communities."



From: Jim Rockwell [<mailto:jimrockwell@yahoo.com>]

Sent: Wednesday, February 08, 2017 11:28 AM

To: McKim, Andy <Andy.McKim@seattle.gov>

Subject: Additional question from Jim Rockwell on a property in the Crown Hill neighborhood prior to going in for Legal Building Site Opinion letter.

Hi Andy,

Thank you for getting back to me on the Crown Hill property. The owner is about 90% on moving forward with the Legal Building Site Opinion Letter, but has brought up an issue that I want to run by you AND, based on your reply I am likely to go come down to the Seattle DPD and wait in line to see the right person prior to going forward with the Legal Building Site Opinion letter.

This is the situation, the owner believes he has given up part of Lot 1 of Lot 1, 2 and 3 of Block 2, Imperial Heights addition to the City of Seattle so 28th AVE NW is 60 feet wide. Here is my problem. I had my title insurance provider, Tigor, run a preliminary title report and there is no mention of part of Lot 1 being handed over to the City of Seattle through any mean. All the maps I have show Lot 1 being 30 feet wide, the same as lots 2 and 3 respectively. They do not show any of Lot 1 being deeded to the city and there is nothing in the title report on the topic either.

What department should I go to at the Seattle DPD and is there any specific person you recommend I speak to?

As always, thank you for your help.

All the best,

From: Jim Rockwell [mailto:jimrockwell@yahoo.com]
Sent: Saturday, May 20, 2017 9:38 AM
To: McKim, Andy <Andy.McKim@seattle.gov>
Cc: Koll Hagen <gkoll64@gmail.com>
Subject: Historical Lot, when in the process does a Tax Parcel number get assigned?

EX b, 10.4 of 5

Hi Andy,

Hopefully you are getting this email after enjoying the sun over the weekend. I am still working with Koll Hagen, tax parcel 356680-0240, getting ready for the sale of his property.

We have a question that is general in nature where we have been getting information that is confusing to us and are hoping you may be able to give us some clarity on the next step or options. We are aware of Opinion Letters that are available for a fee, but this seller knows they want to move ahead, which is why he paid for a survey to show there is no encroachment of the existing home built on Lots 2 & 3, on to Lot 1, which we want to segregate through the Historical Lot process.

In our last visit to the 20th floor of DPD, we took a copy of the new survey, hoping to apply for a tax parcel number for the Historical Lot. The tech at the desk saw what we had covered in previous visits and basically said the only way we can get a Tax Parcel Number for the Historical Lot is to apply for a Building Permit and those are taking 3-6 months to obtain, but more importantly, it does not seem logical for a builder to have to go through all the cost for architect and engineering fees to see if a lot is going to be granted Historical Lot status.

We have spoken to a developer who has done a segregation through the Historical Lot process and he said that assignment of the new Tax Parcel Number, which includes the City and the County Assessor's office (we have also been over there), is the first step when applying for the Building Permit.

Obviously the city will not give a Building Permit if a Tax Parcel Number does not exist.

So that is the background. Is the only way to get a Tax Parcel Number for an Historical Lot to apply for a Building Permit?

Is it a preliminary step/meeting before a builder spends all the time and money on drawings?

It seems the city would give a long time property owner the ability to maximize the value of their real estate. Even with single family building lots scarce, builders are not going to pay top dollar for something that may or may not exist in the form of a Historical Lot.

It seems to be a classic Catch 22. Any light you can shed on this would be appreciated. We are likely to come down with the developer this next week.

All the best,

Jim Rockwell / Designated Broker
DIRECT 206.226.6856 FAX 206.632.0097
EMAIL Jim@RockwellRealtyLLC.com
WEB www.RockwellRealtyLLC.com

EX 6, p. 5 of 5

RE: Historical Lot, when in the process does a Tax Parcel number get assigned?

From: McKim, Andy (andy.mckim@seattle.gov)
To: jimrockwell@yahoo.com
Cc: gkoll64@gmail.com
Date: Monday, May 22, 2017 at 04:37 PM PDT

Hi, Jim.

Tax lot segregations are performed, and tax lot numbers are assigned, by the King County Assessor. The Assessor often will ask for documentation that the City recognizes the desired parcels as lots qualifying for separate development, before assigning new tax parcel numbers.

One way this can be done is by getting a legal building site opinion letter from our Department. In this case a letter does not appear to be necessary, however, as it seems clear that Lot 1 can qualify under the historic lot area exception.

In this case, I agree with your point that it seems clear that Lot 1 has not been used to meet development standards for the house on Lots 2 and 3. From the aerial photos in our system, the house appears to be set back several feet from Lot 1. You indicate that you have a survey supporting this. It also does not appear that Lot 1 has been used to meet parking requirements for the house. No part of the property is mapped as an environmentally critical area.

I see only one potential concern: It appears there are two separate driveways off of NW 87th Street, serving this lot. The code allows one curb cut for lots with 80 feet or less of street frontage. The current property, as a single, combined lot, has about 188 feet of frontage, and would qualify for multiple curb cuts. Splitting Lot 1 off, the remainder, Lots 2 and 3, would have only 60 feet of frontage, and thus would not qualify for more than one curb cut (10 feet) and driveway.

Lot 1 qualifies for separate development, based on your representation that a survey documents the existing house does not encroach onto Lot 1, and provided that the vehicular access onto the remainder of the property (Lots 2 and 3) is modified so that there is no more than one ten-foot-wide driveway. It is possible that the King County Assessor's Office will be willing to segregate the property into two tax parcels based on this email. They are welcome to contact me. If the Assessor's Office requires something more specific, you will need to request a legal building site opinion letter.



Andy McKim

Land Use Planner—Supervisor

City of Seattle [Department of Construction and Inspections](#)

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"As stewards and regulators of land and buildings, we preserve and enhance the equity, livability, safety and health in our communities."



Exhibit 7 p. 1 of 3



On Wednesday, February 9, 2022, 09:34:15 AM PST, Houston, MichaelT <michaelt.houston@seattle.gov> wrote:

Jim –

You asked about the SDCI's reply to the neighbor's comments for the application at 8620 28th Ave NW. Below is the text from an email one of our staff members sent to Haris Hodzic a few weeks ago.

My name is Christina Postlewait and I am responding on behalf of the Seattle Department of Construction and Inspections (SDCI) to your inquiry of our department of this lot. Councilmember Strauss also reached out and I have sent him this information as well.

Our department has thoroughly researched this site based on your email and below is what we have found. We looked at the paper trail associated with this property, historic maps, and assessor records.

Based on documents and maps going back to 1919, we see that there was an effort by the County to build out the road via condemnation of the property. HOWEVER, there are no documents to be found in any sources where this would have been documented to show that this ever took place. We did find that taxes have been paid on this property to the County regularly by the owner.

We have searched within the sources we have available to us and were unable to find in any record that show the County having ownership of any portion of this lot.

Based on this research, we see the property as intact and buildable.



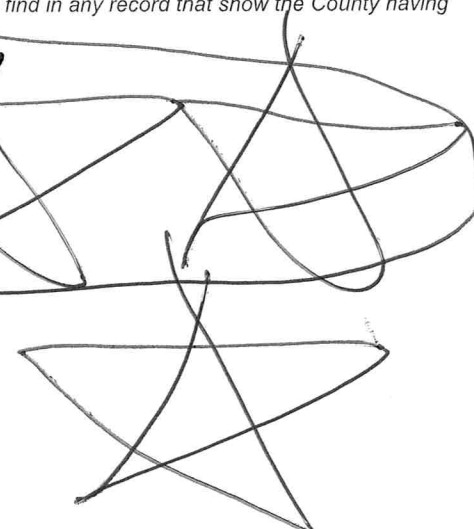
Michael Houston, AICP

Land Use Planner

Seattle Department of Construction and Inspections

C: 206-561-3440 | O: 206-727-3885 | MichaelT.Houston@seattle.gov

Pronouns: he/him/his



SDCI is working with our partners at Public Health – Seattle & King County, Washington State Department of Health, and the Centers for Disease Control and Prevention to help limit the spread of COVID-19 while doing our best to continue providing services to our customers. Visit the SDCI website and read our Building Connections blog for service change updates.



CITY OF SEATTLE
ANALYSIS AND DECISION OF THE DIRECTOR OF
THE SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS

Project Number: 3038863-LU
Applicant Name: Mike Rayburn
Address of Proposal: 8620 28th Avenue NW

SUMMARY OF PROPOSED ACTION

Land Use Application to allow a single family residence. Parking for 1 vehicle proposed.

The following approvals are required:

Special Exception - to allow development of a qualified lot less than 3,200 sq. ft. in area in a Single Family zone (SMC 23.44.010.B.3).

SITE AND VICINITY

Site Zone: Neighborhood Residential 2 (NR2)
Zoning Pattern: Nearby properties are zoned NR2.
Site Size: approximately 2,941 square feet
Public Comment

The public comment period ended on January 17, 2022. Comments were received and carefully considered to the extent that they raised issues within the scope of this review. These areas of public comment related to development and privacy.



The top of this image is north.
This map is for illustrative purposes only. In the event of omissions, errors or differences, the documents in Seattle DCI's files will control.

Comments outside of the scope of this Special Exception analysis were also received. Commentors questioned the width of the abutting right of way, which was the subject of a right of way planning process in King County prior to annexation by the City. Detailed comments were provided that questioned whether this property meets the exception to minimum lot size provided in SMC 23.44.010.

The record shows that the subject lot was a separate building site in the public records of the County or City prior to July 24, 1957. While it appears there was a clear intent dating back to 1918 for the County to widen 28th Avenue NW, there is no indication in the record that any portion of this lot was ultimately condemned nor any indication that ownership of any portion of the lot was transferred to either the County or City. The lot of record conforms to the original plat and survey provided by the applicant. Based on this research, the lot is a separate legal lot under the applicable standards of SMC 23.44.010.

Exhibit 8, p. 30 of 3

ANALYSIS - SPECIAL EXCEPTION

The Land Use Code provides a Special exception review process for lots less than 3,200 square feet in area. A special exception Type II review as provided for in Section 23.76.004 is required for separate development of any lot with an area less than 3,200 square feet that qualifies for any lot area exception in subsection 23.44.010.B.1. The special exception application shall be subject to the following provisions:

- a. *The depth of any structure on the lot shall not exceed two times the width of the lot. If a side yard easement is provided according to subsection 23.44.014.C.3, the portion of the easement within 5 feet of the structure on the lot qualifying under this subsection 23.44.010.B.3 may be treated as a part of that lot solely for the purpose of determining the lot width for purposes of complying with this subsection 23.44.010.B.3.a.*
- b. *Windows in a proposed principal structure facing an existing abutting lot that is developed with a house shall be placed in manner that takes into consideration the interior privacy in abutting houses, provided that this subsection 23.44.010.B.3.b shall not prohibit placing a window in any room of the proposed house.*
- c. *In approving a special exception review, additional conditions may be imposed that address window placement to address interior privacy of existing abutting houses.*

The depth of the structure and yards comply with SMC 23.44.010.B.3.a. The applicant provided elevation drawings in the plan set for the proposed residence. Based on review of those elevations, including the east elevation showing no windows are proposed on the side of the house adjacent to the property located at 2657 NW 87th Street, it has been determined that windows in the proposed structure have been placed in a manner that takes into consideration the interior privacy in abutting houses. This proposal is not expected to have a significant impact on the interior privacy of existing abutting houses and therefore no additional conditions are warranted. The proposal has been reviewed and complies with provisions regulating review for lots under 3,200 square feet under SMC 23.44.010.B.3.

DECISION – SPECIAL EXCEPTION

The special exception is **GRANTED**.

CONDITIONS OF APPROVAL – SPECIAL EXCEPTION

None.

Michael Houston, AICP, Senior Land Use Planner
Seattle Department of Construction and Inspections

Date: September 22, 2022