

**SUBDIVISION**

Issued By:



**Fidelity National Title**  
Insurance Company

Guarantee/Certificate Number:

**611199453**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**GUARANTEES**

Benjamin Altman

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**LIABILITY EXCLUSIONS AND LIMITATIONS**

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Fidelity National Title Insurance Company**

By:

\_\_\_\_\_  
President

**Fidelity National Title Company of Washington, Inc.**  
3500 188th St. SW, Suite 300  
Lynnwood, WA 98037

Countersigned By:

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



Attest:

\_\_\_\_\_  
Secretary

ISSUING OFFICE:

Title Officer: Bill Fisher / Carlos Maxwell / Terry Sarver / Jason Black  
 Fidelity National Title Company of Washington, Inc.  
 3500 188th St. SW, Suite 300  
 Lynnwood, WA 98037  
 Phone: (425)771-3031  
 Main Phone: (425)771-3031  
 Email: Unit2@fnf.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$36.40

Effective Date: November 20, 2018 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

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

Title to said real property is [vested in](#):

The Heirs and Devisees of James H. Altman, who also appears of record as James H. Altman, Sr., and the Unknown Successor Trustee of the Brenda Lee Altman Credit Trust u/w dated December 5, 2000

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 302405-9213-05**

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LOT 7 OF MERCER ISLAND SHORT PLAT NO. MI-82-09-18, RECORDED UNDER RECORDING NO. [8410179003](#), RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER RECORDING NO. [8311070717](#) AND DELINEATED ON SAID SHORT PLAT.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**SCHEDULE B****GENERAL EXCEPTIONS:**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

**SPECIAL EXCEPTIONS:**

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

Purpose: Water line  
Recording Date: August 3, 1915  
Recording No.: 1010741  
Affects: The description contained in the above instrument is not sufficient to determine its exact location within the property herein described.

2. Release of Damage Agreement, including the terms and provisions thereof;

Executed by: Mercer Island Development, Inc. and King County  
Recording Date: August 5, 1959  
Recording No.: 5064645

Releasing King County from all future claims from the natural drainage flow from the Plat of Timberland Number 4.

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

Granted to: Mercer Island Sewer District  
Purpose: Sewer pipeline  
Recording Date: September 19, 1964  
Recording No.: 5787752  
Affects: Southerly portion of said premises

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

Purpose: Sewer and storm drainage  
Recording Date: August 5, 1974  
Recording No.: 7408050451  
Affects: Westerly 20 feet of said premises

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

Recording Date: November 7, 1983  
Recording No.: 8311070717

Said easement contains a covenant to bear equal share of cost of construction, maintenance or repair of said easement.

**SCHEDULE B**

(continued)

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Mercer Island Short Plat No. MI 82-09-18:

Recording No: [8410179003](#)

**Termination of utility and storm drain easement from said short plat recorded under Recording No. [20050627000601](#).**

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

Granted to: City of Mercer Island  
 Purpose: Pedestrian trail  
 Recording Date: April 24, 2003  
 Recording No.: [20030424001903](#)  
 Affects: Portion of said premises and other property

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

Purpose: 10 foot sanitary and storm sewer easement, including the right of ingress and egress to, upon and over the above-described property and the right to construct, repair, replace, maintain and clean said sanitary and storm sewer.  
 Recording Date: September 29, 2004  
 Recording No.: [20040929002055](#)  
 Affects: Portion of said premises and other property

9. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recording Date: January 20, 2016  
 Recording No.: [20160120000221](#)

10. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2018  
 Tax Account Number: 302405-9213-05  
 Levy Code: 1031  
 Assessed Value-Land: \$492,000.00  
 Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$4,277.02  
 Paid: \$4,277.02  
 Unpaid: \$0.00

**SCHEDULE B**

(continued)

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

12. Pending probate proceedings in the estate of

Name of decedent: James H. Altman  
Date of death: December 10, 2016  
County: King  
Court: Superior  
Case No.: 17-4-00143-8  
Personal Representative(s): Benjamin C. Altman  
Attorney for the Estate: Scott Freidman

The personal representative(s) has been granted non-intervention powers to sell, convey or mortgage the Land.

13. Possible lien against the estate of James H. Altman, deceased, in favor of the State of Washington, Department of Social and Health Services, for recovery of costs of medical care provided, if any.

14. The lien of any state or federal estate tax by reason of the death of a former owner of said Land,

Decedent: James H. Altman

15. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company will require a copy of the trust agreement and any amendments thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

## NOTES:

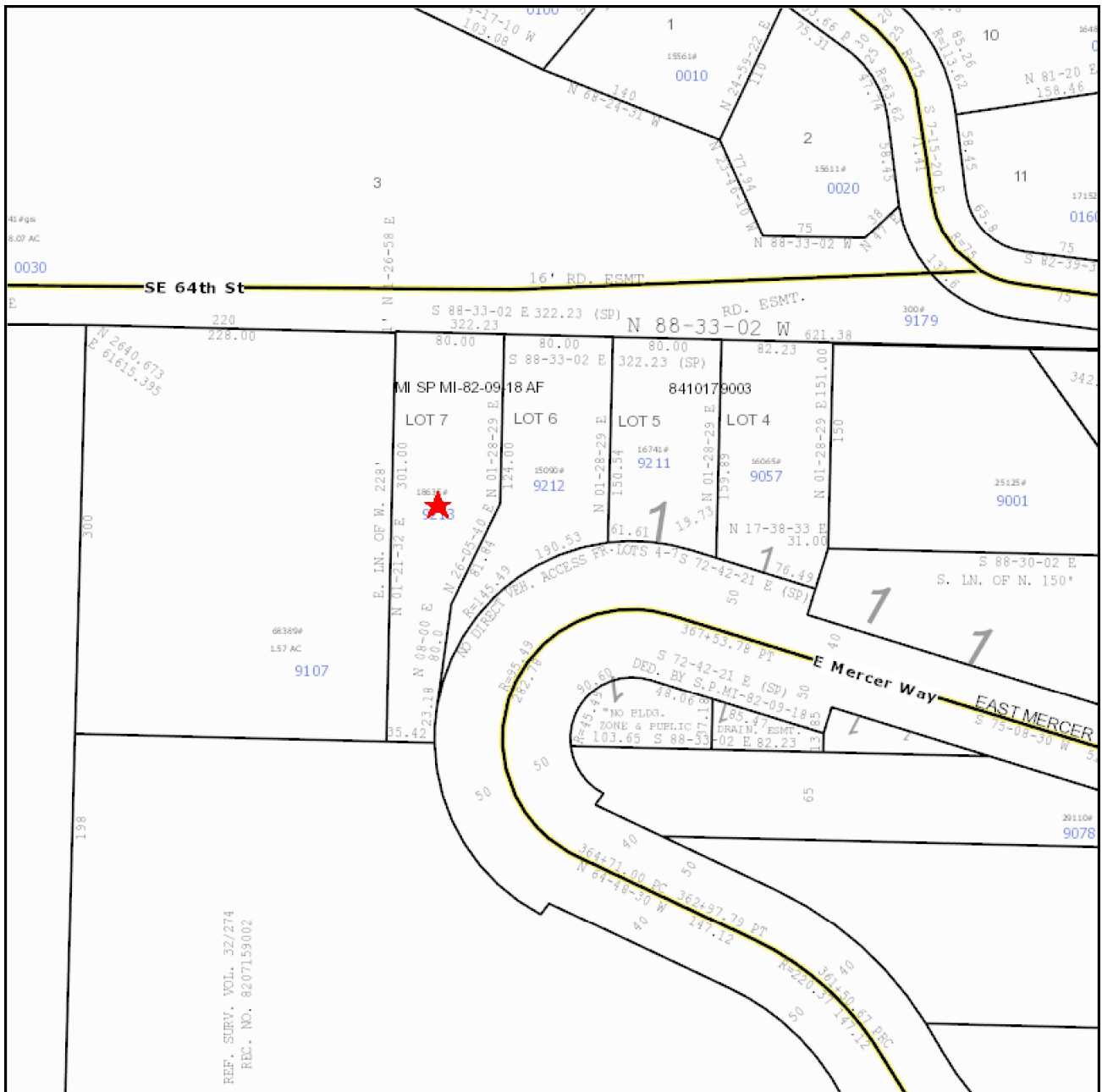
Note: FOR INFORMATIONAL PURPOSES ONLY:

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

LT 7, MERCER ISLAND SPL NO. 82-09-18, REC NO. 8410179003

Tax Account No.: 302405-9213-05

**END OF SCHEDULE B**



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**geoAdvantage**